Supreme Court, U. S.
FILED
JUL 3 1975
MICHAEL RODAK, JR., CLERK

APPENDIX

Supreme Court of the United States

October Term, 1974

No. 74-1025

BURTICE A. HINES, *et al.*,
Petitioners,
vs.
ANCHOR MOTOR FREIGHT, INC., *et al.*,
Respondents.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

Petition for Certiorari Filed February 15, 1975
Certiorari Granted April 21, 1975

TABLE OF CONTENTS

Relevant Docket Entries 1

Complaint (June 30, 1969) 4

Separate Answer of Defendant, Anchor Motor Freight, Inc. (Sept. 26, 1969) 8

Answer of International Brotherhood of Teamsters, etc. (Sept. 29, 1969) 10

Answer of Local Union 377 (Oct. 1, 1969) 15

Motion for Summary Judgment by Defendant, Anchor Motor Freight, Inc. (June 1, 1972) 16

Order (October 31, 1972) 17

Motion for Continuance, Motion for Change of Venue (Feb. 21, 1973) 18

Motion for Summary Judgment by Defendant, Anchor Motor Freight, Inc. (May 31, 1973) 19

Joint Motion for Summary Judgment by Defendants International Brotherhood of Teamsters, etc. and by Local Union No. 377 (May 31, 1973) 20

Plaintiff's Objection to Consideration of Defendant Anchor Motor Freight, Inc.'s Second Motion for Summary Judgment (June 25, 1973) 22

Defendant Anchor Motor Freight's Motion to Strike Parts of Plaintiff-Appellant's Designation of Appendix and Supporting Brief (Nov. 28, 1973) 23

Decisions Below 28

Excerpts from Depositions:

- Butrice A. Hines 29
- Lindsay E. Worley 43
- Anthony Pagano 51
- Walter J. Shea 61

Excerpts from Depositions (Continued):

Joseph D. Repicci 62
Graydon H. Croft, Jr. 71
John J. Angelo 84
Abe Schwartz 100
Daniel Sandy (Vol. I) 110
Daniel Sandy (Vol. II) 128

Excerpts of Trial Testimony in *Scott v. Anchor Motor Freight, Inc. and Teamsters Local Union No. 377*, U.S.D.C., N.D. Ohio, No. C68-252; 6th Cir. No. 73-1703, 1705:
Walter Reedy 152

Exhibits:

1. National Labor Relations Board charge against employer 152
2. A public notice from Anchor Motor Freight drivers 156
3. Local rider to the Automobile Transporters Central Conference Area governing the actions of truckaway, driveaway and terminal employees dated 3/27/67 157
4. Defendant, Anchor Motor Freight, Inc.'s Answers to Interrogatories in *Whitten and Scott v. Anchor Motor Freight, Inc., et al.* 164
5. National Master Automobile Transporters Agreement for June 1, 1967 to June 1, 1970, Article 32 170
6. Receipts and registration cards from Towne Manor Motel for each of the plaintiffs 173
7. Notarized statement of Anthony Pagano dated 5/31/67 180

8. Statement of Joseph D. Repicci dated 5/31/67 .. 187
Notarized statement of Joseph D. Repicci dated 6/3/67 188
Notarized statement of Joseph D. Repicci dated 6/5/67 189
9. Minutes of meeting of Central Conference Automobile Transporters Joint Arbitration Committee held July 26-27, 1967, pp. 6-9 190
10. Statement of Joseph D. Repicci dated 10/23/67 .. 199
11. Minutes of meeting of Central Conference Automobile Transporters Joint Arbitration Committee held October 26-27, 1967, pp. 10-11 210
12. Notice to take depositions on August 11-12, 1971 213
14. Excerpts from Appendix I to Brief in Support of Anchor's Motion for Summary Judgment:
National Master Automobile Transporters Agreement, 1964 to 1967, Article 7, Court of Appeals Appendix, Pages 510 through 513 218
National Master Automobile Transporters Agreement, 1967 to 1970, Article 7, Court of Appeals Appendix, Pages 515 through 518 226
Motel Registration Cards, Motel Receipts, Summary of Driver Expenses, and Driver Daily Logs for each driver, Court of Appeals Appendix, Pages 519 through 552 235
Letters from National Labor Relations Board to Lauren D. Rachlin dated January 9, 1968, April 1, 1968, and May 7, 1968, Court of Appeals Appendix, Pages 618 through 622 269
Affidavit of Neill L. Thomas in Support of Motion for Summary Judgment on behalf of Defendant Anchor Motor Freight, Inc. 275

No. C69-510

In the United States District Court

FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

BUTRICE A. HINES, *et al.*,
Plaintiffs,

vs.

LOCAL UNION NO. 377, etc., *et al.*,
Defendants.

RELEVANT DOCKET ENTRIES

6/30/69	Complaint filed. Summons issued. Three copies of each to Marshal.
9/26/69	Separate answer of Defendant Anchor Motor Freight, Inc., filed. Copy mailed 9/26/69.
9/29/69	Answer of Defendant International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, filed. Copy mailed 9/26/69.
10/ 1/69	Answer of Defendant Local Union 377, International Brotherhood of Teamsters, etc. filed. Copy mailed 9/29/69

2/ 4/72 Motion of Defendant, International Brotherhood of Teamsters, etc., to enlarge time to file motion for summary judgment filed. Copies mailed 2/3/72.

5/ 3/72 Order filed. Contie, J. (International to file S.J. Mo. by June 1, 1972). Copy mailed to Knee, Goldfarb, Green, Schwartz.

5/ 8/72 Motion of Defendant, Anchor Motor Freight, for extension of time for filing a Motion for Summary Judgment to 6/1/72 filed. No served.

6/ 1/72 Motion for Summary Judgment by Defendant, Anchor Motor Freight, Inc., and Supporting Brief filed. Copy mailed 6/1/72.

8/18/72 Notice of trial mailed (Nov. 6, 1972).

10/31/72 Order that the Court finds substantial issues as to material facts, ordered that defendant's motion for summary judgment is denied filed. Contie, J. Copies mailed 10/31/72.

10/30/72 Notice of trial mailed (Jan. 22, 1973).

2/21/73 Motion of Defendant for continuance. Motion for Change of Venue and supporting brief filed. Copies mailed 2/21/73.

3/ 6/73 Endorsed Order overruling Motion of the Defendant, Anchor, for continuance, change of venue, etc., filed. Contie, J. Copies mailed 3/7/73.

5/31/73 Motion of Defendant, Anchor Motor Freight, Inc., for Summary Judgment with supporting brief filed. Copy mailed 5/31/73.

5/31/73 Appendix I to Brief in Support of Anchor's Motion for Summary Judgment. Copy mailed 5/31/73.

5/31/73 Joint Motion for Summary Judgment by the Defendants, International Brotherhood of Teamsters, Chauffeurs, Warehousemen's Helpers of America and by Local Union No. 377 with Brief in support and case law (separate covers) filed. Copy mailed 5/31/73.

6/25/73 Objection of plaintiffs to consideration of Defendant, Anchor Motor Freight, Inc.'s second motion for summary judgment and supporting brief filed. Copies mailed 6/25/73.

6/25/73 Objection of plaintiffs to consideration of joint motion for summary judgment by defendants, International Brotherhood of Teamsters and Local Union No. 377 filed. Copies mailed 6/25/73.

9/25/73 Order filed. Contie, J. (The Court sustains all defendants' motions for summary judgment pursuant to Rule 56 of the F.R.C.P.) Copies mailed 9/25/73.

In the United States Court of Appeals for the Sixth Circuit

11/28/73 Appellee Anchor Motor Freight's Motion To Strike Parts of Plaintiffs-Appellants' Designtion of Appendix, And Supporting Brief. (Granted–Peck).

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

(Title omitted in printing)

COMPLAINT

(Filed June 30, 1969)

Plaintiffs allege:

1. That this is an action for damages under the Labor Management Relations Act of 1947 as amended, U.S.C. Title 29, Sections 141 et seq. and 159(a). Jurisdiction is conferred on this court by 29 U.S.C. 185 and 28 U.S.C. 1337.

2. The defendant, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, and defendant, Local 377, thereof, are duly organized and existing labor organizations within the meaning of the Labor Management Relations Act of 1947 as amended. 61 Stat. 137, 29 U.S.C. Section 152(5).

3. That at all times hereinafter mentioned, plaintiffs were members in good standing of said local and are employees as defined by Section 152(3) of said Act.

4. That upon information and belief, the defendant, Anchor Motor Freight, Inc., was a corporation organized and existing pursuant to the laws of the State of Delaware, and having an office for the transaction of business in the City of Cleveland, County of Cuyahoga and State of New York, and engaged in commerce as defined by 29 U.S.C. Section 152(2).

5. That heretofore and prior to the 27th day of July, 1967, the plaintiffs were employees of the defendant, Anchor Motor Freight, Inc., subject to a collective bargaining agreement entitled "National Master Automobile Transporters Agreement".

6. That on the aforesaid date the said plaintiffs were discharged by the said defendant, Anchor Motor Freight, Inc., for allegedly taking money under false pretenses constituting dishonesty.

7. That the charges of dishonesty made against the plaintiffs herein were false and groundless and wholly without evidentiary support and with a minimum amount of investigation, could have been completely disproven.

8. That the said defendants did not investigate the charges brought against the plaintiffs herein and made no effort to ascertain the truth as to the said charges.

9. That the defendant unions violated their duty of fair representation of the plaintiffs herein in the enforcement of their rights under the aforesaid collective bargaining agreement, and arbitrarily, discriminatorily and in bad faith deprived them of their contract employment rights and the right to a fair hearing.

10. That the said defendants permitted the discharge of the plaintiffs to be sustained upon insufficient evidence and without proof.

11. That the said defendants joined in an alleged arbitration proceeding which was wholly devoid of due process in that it did not follow the contractual grievance procedures, did not provide the proper notice to the plaintiffs, sustained the plaintiffs' discharges without evidence of wrongdoing, and failed on an application for a rehearing

to consider evidence on the part of the plaintiffs absolving them of any wrongdoing.

12. That the defendant, Anchor Motor Freight, Inc., acquiesced in the activities of the defendant unions as aforesaid for the purpose of discharging the said plaintiffs.

13. That the plaintiffs have never been accorded a fair hearing on the merits of their grievance because of the failure of their union to represent them properly.

AS A SECOND SEPARATE AND DISTINCT CAUSE OF ACTION AGAINST THE DEFENDANTS HEREIN, PLAINTIFFS ALLEGE:

14. Repeat and reallege the allegations contained in Paragraphs "1" to "11" inclusive, with the same force and effect as if fully set forth herein.

15. That the defendants knowingly used false information to sustain the discharge of the plaintiffs in violation of their right to fair and non-discriminatory treatment under the contractual grievance procedures.

AS A THIRD, SEPARATE AND DISTINCT CAUSE OF ACTION AGAINST THE DEFENDANTS HEREIN, PLAINTIFFS ALLEGE:

16. Repeat and reallege the allegations contained in Paragraphs "1" to "11" inclusive, with the same force and effect as if fully set forth herein.

17. Upon information and belief, that the said defendants, with knowledge of the falsity of the charges against the plaintiffs herein, conspired with each other for the purpose of causing the discharge of the said plaintiffs.

AS A FOURTH, SEPARATE AND DISTINCT CAUSE OF ACTION AGAINST THE DEFENDANTS HEREIN, PLAINTIFFS ALLEGE:

18. Repeat and reallege the allegations contained in Paragraphs "1" to "13" inclusive, with the same force and effect as if fully set forth herein.

19. That the defendants herein violated the terms of the aforesaid National Master Automobile Transporters Agreement by failing to grant the plaintiffs a fair hearing as aforesaid, by failing to give them the appropriate warnings as required by the said agreement, by discharging them without good cause as required by the said agreement and by failing to follow the contractual grievance procedures.

20. That by reason of the foregoing, plaintiffs have sustained damages in the sum of Eight Hundred Thousand Dollars ($800,000.00) in compensatory damages, and demand Two Hundred Thousand Dollars ($200,000.00) in punitive damages for defendants' willful and malicious conduct.

WHEREFORE, plaintiffs demand judgment against the defendants in the amount of One Million Dollars ($1,000,000.00) with interest, together with reinstatement of their employment rights and all employment benefits and for such other, further and different relief as to the Court may seem just and proper.

Berkman, Gordon & Kancelbaum
/s/ Niki Z. Schwartz
Attorney for Plaintiffs
1320 The Superior Building
Cleveland, Ohio 44114
SUperior -1-5245

(Jury Demand omitted in printing)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

(Title omitted in printing)

SEPARATE ANSWER OF DEFENDANT, ANCHOR MOTOR FREIGHT, INC.

(Filed September 26, 1969)

Now comes the defendant, Anchor Motor Freight, Inc., and for its answer to the plaintiff's complaint states:

FIRST DEFENSE

1. Admits that the defendants, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and Local Union No. 377 (IBT), are duly organized and existing labor organizations.

2. That the defendant, Anchor Motor Freight, Inc., is a duly organized corporation and has an office for the transaction of business in the City of Cleveland among other places.

3. Defendant admits that the plaintiffs were employees of the defendant, Anchor Motor Freight, Inc., and were subject to a collective bargaining agreement.

4. Your answering defendant admits that the plaintiffs were discharged but that they were discharged pursuant to the grievance machinery of the National Master Automobile Transporters Agreement, a labor agreement, and for just and good cause.

5. For want of knowledge this defendant denies the allegation in the third paragraph of the complaint.

6. Your answering defendant denies the allegations in paragraphs 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 of the plaintiff's complaint.

7. Your answering defendant denies each and every allegation not specifically admitted to be true.

SECOND DEFENSE

8. For its second defense your answering defendant states, in addition to the allegations contained in the foregoing paragraphs, and realleged herein with equal force, that the plaintiffs were discharged for good and sufficient cause consistent with the pertinent labor agreement, that Local Union 377 (IBT) was the collective bargaining agent for the plaintiffs and that said local would bargain and represent the plaintiffs and did process the grievances of the plaintiffs in a diligent and conscientious manner through the grievance machinery of the pertinent labor agreement and that the plaintiffs did exhaust their appeals through said grievance machinery in connection with the discharges and that the arbitral processes pursuant to the labor agreement did sustain the discharges as being consistent with the agreement and for good and sufficient cause.

9. Your answering defendant further alleges that the complaint does not state a cause of action upon which relief may be granted.

WHEREFORE, having fully answered the defendant, Anchor Motor Freight, Inc., prays that the complaint may be dismissed and that it may go hence with its costs

and for such other and further relief as the court may deem just and equitable.

/s/ Bernard S. Goldfarb
Attorney for Defendant
1625 The Illuminating Building
55 Public Square
Cleveland, Ohio 44113
781-0383

(Certificate of Service omitted in printing)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

(Title omitted in printing)

ANSWER

(Filed September 29, 1969)

Now comes the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, a defendant herein, and for an answer to the Complaint heretofore filed herein, admits, denies and alleges as follows:

FIRST DEFENSE

1. Answering paragraph 1 of the Complaint, this answering defendant admits the allegations contained therein.

2. Answering paragraph 2 of the Complaint, this answering defendant admits the allegations contained therein.

3. Answering paragraph 3 of the Complaint, this answering defendant admits the allegations contained therein.

4. Answering paragraph 4 of the Complaint, this answering defendant admits the allegations contained therein.

5. Answering paragraph 5 of the Complaint, this answering defendant admits the allegations contained therein.

6. Answering paragraph 6 of the Complaint, this answering defendant denies knowledge sufficient to form a belief and, therefore, puts the plaintiffs to the proof with respect to the allegations contained therein.

7. Answering paragraph 7 of the Complaint, this answering defendant denies knowledge sufficient to form a belief and, therefore, puts the plaintiffs to the proof with respect to the allegations contained therein.

8. Answering paragraph 8 of the Complaint, this answering defendant denies each and every allegation contained therein.

9. Answering paragraph 9 of the Complaint, this answering defendant denies each and every allegation contained therein.

10. Answering paragraph 10 of the Complaint, this answering defendant denies each and every allegation contained therein.

11. Answering paragraph 11 of the Complaint, this answering defendant denies each and every allegation contained therein.

12. Answering paragraph 12 of the Complaint, this answering defendant denies each and every allegation contained therein.

13. Answering paragraph 13 of the Complaint, this answering defendant denies each and every allegation contained therein.

14. Answering paragraph 14 of the Complaint, this answering defendant sets forth and repeats the answers made in paragraph 1 through 11 inclusive above with the same force and effect as if fully set forth herein.

15. Answering paragraph 15 of the Complaint, this answering defendant denies each and every allegation contained therein.

16. Answering paragraph 16 of the Complaint, this answering defendant sets forth and repeats the answers made in paragraphs 1 through 11 inclusive above with the same force and effect as if fully set forth herein.

17. Answering paragraph 17 of the Complaint, this answering defendant denies each and every allegation contained therein.

18. Answering paragraph 18 of the Complaint, this answering defendant sets forth and repeats the answers made in paragraphs 1 through 13 inclusive above with the same force and effect as if fully set forth herein.

19. Answering paragraph 19 of the Complaint, this answering defendant denies each and every allegation contained therein.

20. Answering paragraph 20 of the Complaint, this answering defendant denies each and every allegation contained therein.

21. Further answering defendant International Brotherhood of Teamsters denies each and every, all and singular the allegations contained in plaintiff's Complaint not herein admitted or otherwise qualified.

SECOND DEFENSE

1. For its Second Defense defendant International Brotherhood of Teamsters adopts all of the allegations of its First Defense and makes them a part of this defense as if repleaded herein.

2. As and for a first affirmative defense the answering defendant alleges that an arbitration decision rendered by the Central Conference Automobile Transporters Joint Arbitration Committee on October 27, 1967 sustained the discharge of the plaintiffs. This decision was rendered by the Joint Arbitration Committee pursuant to its authority under the collective bargaining agreement and constitutes a final and binding disposition of the claim by the plaintiffs that their discharge violated the collective bargaining agreement.

THIRD DEFENSE

1. For its Third Defense defendant International Brotherhood of Teamsters adopts all of the allegations of its foregoing defenses and makes them a part of this defense as if repleaded herein.

2. Further answering affirmatively, defendant alleges that it has not engaged in the representation of individual grievants in the grievance procedure as set out in the National Master Automobile Transporters Agreement since the burden of representation is upon the local union which is signatory to the foregoing collective bargaining agreement under which a grievant is working. Defendant further answering alleges that it did not participate in the representation of plaintiffs and did not present any of the plaintiffs' grievances at any stage of the grievance procedure and hearings, and further answering affirma-

tively, defendant International Brotherhood of Teamsters alleges that none of the plaintiffs herein requested the defendant to represent plaintiffs or to participate in the grievance procedure and hearings.

WHEREFORE, defendant International Brotherhood of Teamsters having fully answered prays that the Complaint be dismissed and that defendant goes hence with its costs.

Knee & Snyder
by: /s/ Robert C. Knee, Jr.
11 W. Monument Building
Dayton, Ohio 45402
Phone: 461-5310 (Code 513)

Goldberg, Previant & Uelmen
by: /s/ David Leo Uelmen
6th Floor Midland Bank Bldg.
211 W. Wisconsin Avenue
Milwaukee, Wisconsin 53203
Phone: 271-4500 (Code 414)

Attorneys for Defendant International Brotherhood of Teamsters

(Certificate of Service omitted in printing)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

(Title omitted in printing)

ANSWER

(Filed October 1, 1969)

FIRST DEFENSE

1. Comes now Defendant Local Union 377, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and for its Answer and First Defense to Plaintiffs' Complaint admits the allegations set forth in Paragraphs 1, 2, 3, 4, 5, and 6, and denies each and every other allegation in Plaintiffs' Complaint not specifically admitted.

SECOND DEFENSE

2. As its second defense, Defendant local union says that it processed Plaintiffs' grievances over their discharges by Anchor Motor Freight, Inc. through the grievance procedure established by the Collective Bargaining Agreement under which Plaintiffs were employed. Plaintiffs were given, at each step of the grievance procedure, every opportunity to defend themselves against the charges made by their employer, and were conscientiously, fully, and diligently represented by representatives of Defendant local union through all the prescribed steps of the grievance procedure.

3. The grievances over Plaintiffs' discharges were heard by the Central Conference of Automobile Transporters Joint Arbitration Committee after due notice to Plain-

tiffs. The Committee, after hearing the evidence and after giving Plaintiffs full opportunity to be heard, upheld Plaintiffs' discharges. This determination, under the collective bargaining agreement, is final and binding upon all parties to this proceeding.

WHEREFORE, having fully answered, Defendant demands that the Complaint be dismissed at Plaintiffs' costs.

Green, Schiavoni, Murphy & Stevens
By /s/ Eugene Green
Attorney for Defendant Local Union 377
602 Stambaugh Building
Youngstown, Ohio 44503

(Certificate of Service omitted in printing)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

(Title omitted in printing)

MOTION FOR SUMMARY JUDGMENT BY DEFENDANT, ANCHOR MOTOR FREIGHT, INC.

(Filed June 1, 1972)

Now comes the defendant, Anchor Motor Freight, Inc., and pursuant to Rule 56 of the Federal Rules of Civil Procedure moves the Court for summary judgment on behalf of this defendant for the reason that there is no genuine issue as to any material fact and that this defendant is entitled to a judgment as a matter of law.

Defendant, Anchor Motor Freight, Inc., bases this motion upon

(a) the Complaint;

(b) the Answers;

(c) the Affidavit of Neill L. Thomas;

(d) the Depositions of Daniel Sandy (2), Abe Schwartz, John Angelo, Lindsay E. Worley, Graydon H. Croft, Jr., Butrice A. Hines, Joseph D. Repicci, Anthony Pagano, and Walter J. Shea.

(e) Exhibits

Respectfully submitted,

/s/ Bernard S. Goldfarb
Attorney for Defendant, Anchor Motor Freight, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

(Title omitted in printing)

ORDER

(Filed October 31, 1972)

Upon consideration, this Court finds substantial issues as to material facts. Therefore, defendants' motion for summary judgment must be denied.

IT IS SO ORDERED.

/s/ Leroy J. Contie, Jr.
United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

(Title omitted in printing)

MOTION FOR CONTINUANCE, MOTION FOR CHANGE OF VENUE

(Filed February 21, 1973)

Now comes Defendant Anchor Motor Freight, Inc. and moves the Court to continue the trial of the above entitled action until after January 1, 1974, on the ground that subsequent to January 1, 1973, radio, television, and newspaper coverage of some activities of co-defendant Local Union 377, publicity which Defendant Anchor asks the Court to judicially notice, has so aroused public interest in the affairs of the Local and has created such hostility toward it that any jury selected in this area at this time would be prejudiced against Defendant Local 377 and against its co-defendants.

Defendant Anchor Motor Freight, Inc. also moves, in the alternative, that the Court transfer this action to the Western Division of the United States District Court for the Northern District of Ohio, on the grounds that if a continuance of the trial is not granted such a transfer would be in the interest of justice and would be necessary to avoid prejudice to the defendants.

A brief in support of these motions is attached hereto.

/s/ Bernard S. Goldfarb
Attorney for Defendant Anchor Motor Freight, Inc.

(Supporting brief omitted in printing)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

(Title omitted in printing)

MOTION FOR SUMMARY JUDGMENT BY DEFENDANT, ANCHOR MOTOR FREIGHT, INC.

(Filed May 31, 1973)

Now comes the defendant, Anchor Motor Freight, Inc., and pursuant to Rule 56 of the Federal Rules of Civil Procedure moves the Court for summary judgment on behalf of this defendant for the reason that there is no genuine issue as to any material fact and that this defendant is entitled to a judgment as a matter of law.

Defendant, Anchor Motor Freight, Inc. bases this motion upon

(a) the Complaint;

(b) the Answers;

(c) the Affidavit of Neill L. Thomas;

(d) the Depositions of Daniel Sandy (2), Abe Schwartz, John Angelo, Lindsay E. Worley, Graydon H. Croft, Jr., Butrice A. Hines, Joseph D. Repicci, Anthony Pagano, and Walter J. Shea;

(e) Exhibits.

Respectfully submitted,

/s/ Bernard S. Goldfarb
Attorney for Defendant Anchor Motor Freight, Inc.

/s/ Alan M. Rauss
Attorney for Defendant Anchor Motor Freight, Inc.

(Supporting brief omitted)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

(Title omitted in printing)

JOINT MOTION FOR SUMMARY JUDGMENT BY DEFENDANTS INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA AND BY LOCAL UNION NO. 377

(Filed May 31, 1973)

Now comes the defendants International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, and Local Union No. 377, and pursuant to Rule 56 of the Federal Rules of Civil Procedure, moves the court for summary judgment on behalf of these defendants for the reason that there is no genuine issue as to any material fact and that these defendants are entitled to judgment as a matter of law.

Defendant Unions base this motion upon:

A. The Complaint.

B. The Answers of all defendants.

C. The Affidavit of Donald Tabor attached to this motion and the exhibits incorporated therein.

D. The depositions of Daniel Sandy, Butrice Hines, Joseph Rapicci, Anthony Pagano, Walter Shea, Abe Schwartz, John Angelo and Lindsay E. Worley.

E. All the Exhibits filed in this case and attached to the motion for summary judgment heretofore filed by

the defendant Anchor Motor Freight, Inc., copies of which are currently in the court file.

Dated this 24th day of May, 1973.

/s/ David Leo Uelmen
Goldberg, Previant & Uelmen
211 W. Wisconsin Avenue
Milwaukee, Wisconsin 53203
414-271-4500

Knee, Snyder & Parks
11 West Monument Building
Dayton, Ohio 45402
513-461-5310

Green, Schiavoni, Murphy & Haynes
602 Stambaugh Building
Youngstown, Ohio 44503
743-5101

Attorneys for the Defendant Unions

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

(Title omitted in printing)

PLAINTIFFS' OBJECTION TO CONSIDERATION OF DEFENDANT ANCHOR MOTOR FREIGHT INC.'S SECOND MOTION FOR SUMMARY JUDGMENT

(Filed June 25, 1973)

Plaintiffs object to consideration of the defendant Anchor Motor Freight Inc.'s second motion for summary judgment on the ground that it presents the identical contentions of fact and law presented by Anchor's first motion for summary judgment filed on June 1, 1972, which motion was denied by the Court on the merits.

Wherefore, plaintiffs contend that Anchor's second motion for summary judgment should be summarily denied.

Respectfully submitted,

/s/ Niki Z. Schwartz

Gold, Rotatori, Messerman & Hanna

Counsel for Plaintiffs

(Supporting brief omitted in printing)

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

(Title omitted in printing)

DEFENDANT - APPELLEE ANCHOR MOTOR FREIGHT'S MOTION TO STRIKE PARTS OF PLAINTIFFS-APPELLANTS' DESIGNATION OF APPENDIX, AND SUPPORTING BRIEF

(Filed November 28, 1973)

Now comes Defendant-Appellee Anchor Motor Freight, Inc., and moves the Court strike Paragraphs 5, 6(d), and 6(o) from the Plaintiffs-Appellants' Designation of Appendix, for the reason that the materials included in those paragraphs were not before the district court in this action and are therefore not properly part of the record on appeal. The parts of the appellants' Designation to be stricken are as follows:

1. All of the excerpts of trial testimony in *Scott v. Anchor Motor Freight, Inc., and Teamsters Local Union No. 377*, U.S.D.C., N.D. Ohio, No. C68-252, 6th Cir. No. 73-1703, 1704 and 1705, which the appellants have included in Paragraph 5 of Plaintiffs-Appellants Designation of Appendix. The *Scott* case is completely separate and distinct from the instant case. The plaintiffs, the facts, and the legal issues involved in the instant case are very different from those involved in *Scott*. Further, the excerpts of testimony from *Scott* designated by the appellants were not before the district court when it sustained the defendants' Motions for Summary Judgment.

2. Defendant Anchor Motor Freight, Inc.'s Answers to Interrogatories in *Whitten* and *Scott v. Anchor Motor*

Freight, Inc., et al., which the appellants have included in Paragraph 6(d) of their Designation of Appendix. The *Whitten* case is separate and distinct from the *Scott* case, and it is separate and distinct from the instant case. Each of these cases involves different plaintiffs, different facts, and different legal issues. In addition, the designated Answers to Interrogatories were not before the district court in the instant case.

3. Indictments of John J. Angelo and Abraham Schwartz, and judgments of conviction thereon, which the appellants have included in Paragraph 6(o) of their Designation of Appendix. These indictments and judgments of conviction were entered approximately five years after the occurrence of the events in question in the instant case. None of the parties to the instant case were implicated in any way in the criminal acts of Angelo and Schwartz. And, the indictments and convictions were not part of the evidence presented either in support of or in opposition to the defendants' Motions for Summary Judgment.

WHEREFORE, Defendant-Appellee Anchor Motor Freight, Inc. prays the Court strike all of Paragraph 5, Paragraph 6(d), and Paragraph 6(o) from Plaintiffs-Appellants' Designation of Appendix, and order that the materials referred to in those paragraphs be excluded from the Appendix in this case.

/s/ Bernard S. Goldfarb

/s/ Alan M. Rauss

Attorneys for Defendant Anchor Motor Freight, Inc.

BRIEF IN SUPPORT OF MOTION

Rule 10(a) of the Federal Rules of Appellate Procedure states as follows:

> Composition of the Record on Appeal. The original papers and exhibits filed in the district court, the transcript of proceedings, if any, and a certified copy of the docket entries prepared by the clerk of the district court shall constitute the record on appeal in all cases.

The language of the Rule limits the record on appeal to materials which were before the court below.

Rule 30, Fed.R.App.P., provides the mechanism through which the parties designate those parts of the record to be included in the Appendix. Rule 30(a) states that the Appendix shall contain "(1) the relevant docket entries in the proceeding below; (2) any relevant portions of the pleadings, charge, findings or opinions; (3) the judgment, order or decision in question; and (4) any other parts of the record to which the parties wish to direct the particular attention of the court." Although the Rule does state that neither the parties nor the court are limited to consideration of those parts of the *record* designated, it does not contain any provision for the inclusion in the Appendix or for the consideration by the Court of evidence which was not part of the record before the district court when it decided the case.

In the instant case, the appellants have designated excerpts of testimony and Answers to Interrogatories from *Scott v. Anchor Motor Freight, Inc., et al.*, a case tried in the United States District Court for the Northern District of Ohio, and currently pending before this Court (6th Cir. Case Nos. 73-1703, 1704, 1705). They have also

designated Answers to Interrogatories that were given in *Whitten v. Anchor Motor Freight, Inc., et al.*, a case that was recently tried in the United States District Court for the Northern District of Ohio (Case No. C67-870). Both of these cases are entirely separate and distinct from the instant case. The plaintiffs in *Scott, Whitten,* and the instant case are all different. The facts and the issues involved in each case are also very different. Although, coincidentally, two of the defendants in the instant case were also defendants in *Scott* and *Whitten,* the cases arose in different factual contexts, presented different issues, involved different plaintiffs, and are separate and distinct causes of action. The indictments and convictions of John Angelo and Abraham Schwartz, which were also designated by the appellants, are also separate and distinct from the instant case. The indictments and convictions came approximately five years after the events in question in the instant case. None of the parties to this lawsuit were in any way implicated in the conduct leading to those indictments and convictions. The issues involved in those criminal proceedings and the issues presented in the instant case are completely different. Further, *none* of the aforementioned materials, i.e., the excerpts of testimony from the *Scott* case, the Answers to Interrogatories from *Scott* and *Whitten,* and the indictments and convictions of Angelo and Schwartz, were before the District Court when it sustained the Defendants' Motions for Summary Judgment in the instant case.

The courts have uniformly held that matters not part of the record below will not be considered by the Court of Appeals. In *Heath v. Welmick,* 173 F.2d 156 (9th Cir. 1949), certain documents had been made part of the record on appeal, notwithstanding the fact that they had not been offered in evidence below. The Court of Appeals

held that "[t]he cause must be tried here upon the record made at the original trial. . . . A trial before a referee or a District Court would be a nullity if the record could be so changed here. Likewise, substantial injustice might be done to a litigant." In *Stearns v. Hertz Corp.,* 326 F.2d 405 (8th Cir. 1964), the Court refused to consider an affidavit produced for the first time in the appeal proceedings. The Court stated that "the affidavit is not to be considered here because it was not presented to the trial court. The appeal is to be determined upon the record below." And, in *Durkin v. Lovknit Mfg. Co.,* 208 F.2d 665 (5th Cir. 1953), the Court of Appeals refused to make part of the record on appeal matters which were not part of the record below. The reasoning behind these decisions is both simple and compelling. The function of the appellate tribunal is to correct any errors committed by the court below, not to provide a trial de novo. As the Seventh Circuit held in *Dempsey v. Guaranty Trust Co. of New York,* 131 F.2d 103 (7th Cir. 1942), "the correctness of the order must be considered under the facts and circumstances of the case as presented below, and from the same standpoint as that occupied by the court granting it." Clearly, materials which were not before the district court when it made the ruling in question cannot be considered in determining whether or not the trial court committed error in the proceedings below. These extraneous materials cannot be made part of the record on appeal.

In the instant case, the appellants have included in their Designation of Appendix several items which were not part of the record upon which the district court based its decision. The excerpts of testimony from the *Scott* case to which the appellants referred in Paragraph 5 of their Designation were never made part of the record in the instant case. The Answers to Interrogatories which

Defendant-Appellee Anchor Motor Freight, Inc., gave in the *Scott* case and in the *Whitten* case, referred to in Paragraph 6(d) of the appellants' Designation, have likewise never been introduced in evidence in any way and were not before the court below in this lawsuit. And, the indictments and convictions referred to in Paragraph 6(o) of the appellants' Designation are also outside of the record in this case. These items were not considered by the court below. As the cases cited above clearly indicate, the materials included in Paragraphs 5, 6(d) and 6(o) cannot properly become part of the record on appeal in this case.

For the aforementioned reasons the Court should strike all of Paragraph (5), Paragraph (6)(d), and Paragraph 6(o) from the appellants' Designation of Appendix, and order that the materials referred to in those paragraphs be excluded from the Appendix in this case.

Respectfully submitted,

/s/ Bernard S. Goldfarb
/s/ Alan M. Rauss

Attorneys for Defendant-Appellee Anchor Motor Freight, Inc.

(Certificate of Service omitted in printing)

DECISIONS BELOW

Note:

The decisions of the District Court and the Court of Appeals are printed in the Petition for Certiorari at pages A1 and A9, respectively.

EXCERPTS FROM DEPOSITIONS

Deposition Testimony of Butrice A. Hines

[72*] Q. Now, did you talk about your case with Angelo prior to going to Detroit? A. Sure.

Q. And what did you tell him? A. I asked him what we should do.

Q. Why did the company fire you? **[73]** A. They fired us for dishonesty.

Q. And what did they say you had done, Mr. Hines, that was dishonest? A. They said we had turned in motel receipts for an amount that wasn't the amount that we paid.

Q. Paid in fact? A. Yes.

Q. And what did you say to Mr. Angelo about that charge? A. I told him it was false.

Q. And did you present to him any documents indicating that it was false? A. You couldn't, because the company had the receipts.

Q. Had your receipts? A. Yes. Not my receipt, the motel receipt.

Q. A receipt that at one time had been in your possession? A. Right.

Q. And you had given it to the boss and the boss gave you some money? A. Right.

Q. Now, wasn't it the case that the company said, "Look, here is the receipt that shows a certain dollar figure, and here is the registration card back at the motel, and it shows a lesser figure"? A. This is very possible.

---

*The boldface numerals in brackets throughout the testimony and exhibits indicate the pagination of the duplicated Appendix as filed in the United States Court of Appeals for the Sixth Circuit.

Q. But that is what the boss said? **[74]** A. They said this. I mean, I went to the first hearing, but that's all I remember. They said it was a lesser amount on the motel receipt than the motel receipt, the registration.

Q. Yes. Try to keep focused in on the time before you got down there to Detroit the first time.

Did you say to Mr. Angelo, "We just plain didn't do it"? A. Right.

Q. And did you give him any explanation as to why there might be a variance between the figures on the receipts and on the registration cards at that time? A. I told him I didn't have no control over the motel operator. He could put down what he wants.

Q. And what did Angelo say about that? A. He said, "You ain't got nothing to worry about."

Q. Then in fact your case was presented in Detroit? A. Yes.

Q. When was that, in July of '67, the first time through? A. Yes. I don't know what the particular date was, but it was approximately so. I think it was around the last of July.

Q. Did you go to that meeting? A. Yes, sir.

Q. And who was there for 377? A. John Angelo and Dave Schwartz, BA for 377.

* * * * *

[76] Q. Did any representative of 377 speak on behalf of you? A. Angelo got up and spoke.

Q. What did he say? A. He said that we was falsely accused.

Q. And did he offer any evidence that you were falsely accused? A. No.

Q. He just said it? A. Yes.

Q. How long did he talk when he said it? A. I don't know that. Very short.

Q. Mr. Schwartz, did he speak? A. I don't recall Abe Schwartz speaking.

Q. Did somebody speak up for the company? A. I believe Mr. Sandy spoke for the company.

Q. Who is Mr. Sandy? A. The representative for Anchor Motor Freight.

[77] Q. Is he a management guy? A. Yes, he is management.

Q. What did he say? A. He said he had receipts. He said he had the registration cards and a statement from the motel operator.

Q. And did he present these documents to that committee? A. Right.

* * * * *

Q. Right. Did they come down with a decision? A. Yes, they did.

Q. Which was what? A. Discharge.

Q. "Out," they said? A. Yes.

* * * * *

[78] Q. Did you go back and talk to somebody from 377 about that? A. Yes.

[79] Q. Who did you talk to? A. Abe Schwartz and John Angelo.

Q. What did they say? A. Well, they didn't say much at all.

Q. They didn't say, "Well, the hell with it, you're out, we'll see you around"? A. We was trying to make a move then.

Q. What does that mean? A. We asked if we should get a lawyer.

Q. What did they say? A. They said, "You might as well."

* * * * *

Q. Well, in fact they went ahead and took some steps to get you a rehearing, didn't they? A. I don't know on that.

Q. You did in fact have a rehearing at a subsequent date? A. I wasn't there on the rehearing date.

Q. Do you know from your own knowledge whether there was a rehearing? A. There was another meeting.

[81] Q. Now, let's go back to that hearing in Detroit, the one you did attend in July. What was unfair about the hearing procedure? I know the decision was no good, as you see it, but what was wrong with the procedures before a decision as you saw them there? A. I made my statement and I was there in person and told them what happened.

Q. What was unfair about that procedure? A. At the time I didn't know anything of what the procedure was. I would say that it was possibly fair in the sense of people listening to you.

Q. Whatever you had to say you got to say it? A. You got to say it, sure.

Q. And by "you" I mean you as an individual got your say? A. Oh, yes, we got the say.

Q. In paragraph 15 of your complaint you talk about the defendants, and let's talk for a moment just about Local 377. This says that 377 knowingly used false information to sustain your discharge. What do you mean by that? **[82]** A. I don't know what information 377 received.

Q. How can you say they then consciously and knowing about it used false information against you? A. There is no answer to that, because I don't know nothing on that.

Q. Okay. You certainly don't know that the International Union consciously used false information to do you in, you don't know that? A. I don't know that for a fact.

Q. In paragraph 17 of your complaint you say that 377 and the International and the boss got together and decided among themselves to do you in. What facts have you got for that? A. No facts.

* * * * *

[85] Q. Fine. When you arrived at the Lordstown terminal had a steward been elected to represent the employees? A. No.

Q. Had committeemen been elected to represent the employees? A. No.

Q. What labor organization was the recognized collective bargaining agent for the employees at Lordstown when you first were assigned to that depot? A. I was told that it was 377 Youngstown.

* * * * *

[86] Q. When did you first attend a meeting of employees of Anchor Motor Freight conducted by Local 377? A. I believe the first meeting that I recall was during the model change of that year, '66 to '67 model at the hall. I would presume it would be in August, thereabouts. John Angelo called a meeting at that time at the Teamsters Hall.

Q. I think you testified John Angelo was the Secretary-Treasurer of Local 377 and the meeting you have referred to is a meeting of Anchor employees only? A. Right, the drivers.

[87] Q. What was the purpose of that meeting? A. The purpose of that was to see, as far as the drivers—I can't say that the drivers requested, because I don't really know how the meeting came about, but the meeting was held and we—when I say "we" I mean the drivers—had asked for a steward election.

Q. Was a steward elected at that meeting? A. No.

Q. Were procedures agreed upon or arrived at for the election of a steward? A. No.

Q. Was anything done with respect to the appointment of a steward? A. Yes.

Q. What was done? A. John Angelo appointed one.

* * * * *

[88] Q. Was there a wildcat strike? A. Yes.

Q. When was this conducted? A. February of '67.

Q. Were you involved in that strike? A. Yes, I was.

Q. How long did the strike last? A. 17 days.

* * * * *

[89] Q. Do you know the circumstances under which the committee was elected? A. Yes.

Q. What were those circumstances? A. Well, the committee was elected because Mr. Angelo appointed a steward, and this is talking about a bunch of drivers that work for Anchor Motor Freight, they had always selected our steward in Norwood. This is a practice with us. He said it wasn't a practice with them.

* * * * *

[90] Q. Now, after the committee and the union officers met with the company for the purpose of arriving at an agreement to end the strike, did they meet with the employees of Anchor Motor Freight to tell them what the terms of the agreement were? A. At that time I don't recall if they called a general meeting, because everybody was spread out.

Q. How did you know? How did you personally know the strike was over? A. At the time that you are referring to everybody had gone to the hall. They had asked the drivers to meet at the hall.

Q. Who asked? A. The committeemen.

Q. And the drivers did that? A. Yes.

Q. Were you one of them? A. Yes.

Q. What happened when you got to the hall? A. Well, they told us under what circumstances they could get us back in on our job.

Q. What were those circumstances that they said they could get you back in on? A. If we would go back to work, Mr. O'Neill of Anchor [91] Motor Freight would—in other words, go over the agreement. In other words, what I am trying to say, the present agreement would be changed.

Q. The employees were dissatisfied with the collective bargaining agreement that was in effect with the company? A. The collective bargaining—

Q. Well, it was an agreement, a contract? A. Yes, but it wasn't a contract that anybody agreed to. It's the local rider we are talking about.

Q. What is a local rider? A. It's agreement between the company and the drivers and the local that represent them on local conditions and matters.

Q. Is that a local rider that was negotiated by Teamster Local 377? A. No.

* * * * *

[92] Q. Is this the explanation for the strike, that there was a protest to the rider? A. Partially.

Q. And what else? A. Equipment. Equipment was sad.

Q. You were opposed to the equipment. You were objecting to the equipment that you were required to use? A. Not the equipment that we were required to use, but the condition of the equipment that it was in.

Q. And for this reason we had a 17-day strike, for these reasons? A. Partially, yes.

Q. Do we have other reasons? A. Offhand I don't know. I mean, as you hit them I will say if that is the reason.

Q. But as far as you know as of this moment two reasons? A. Poor working and conditions.

Q. They were opposed to the rider and they were opposed to the equipment and the men went out for 17 days? A. Right.

Q. And the agreement was negotiated by the committee and officers of Local 377 for return to work, is that correct? **[93]** A. Yes.

Q. If I understood your testimony you testified that you were told at the meeting that Mr. O'Neill, who is the owner of Anchor Motor Freight or principal stockholder— A. Right.

Q. Effective officer? A. Yes.

Q. —said that he would review the contract? A. Yes, he would sit down and negotiate with the officials of the union and the committee and write a new working agreement.

Q. Was that acceptable to you personally? A. Yes.

Q. Was it acceptable to the rest of the men at Anchor Motor Freight? A. It must have been. We went back to work.

Q. Immediately thereafter? A. Right.

Q. Was anybody punished for having participated in that walkout? A. No, not at the time.

Q. All employees came back? A. Yes.

Q. This is so even though you had all received a written notice from the company advising you that your job was ended **[94]** unless you were returned? A. It was not a written notice, it was a telegram.

Q. A telegram advising you of that? A. Yes.

Q. Well, following that, this was in February, were there any other occasions when you met with representatives of Local 377? A. At the time I don't think there was that I can recall.

Q. Any other wildcat strikes between February and May, 1967? A. No.

Q. In May of 1967, is this the time when you received notice that you were going to be discharged? A. Approximately so, yes.

Q. Had you had any warning? A. No.

Q. Prior to that time that the company was unhappy with anything that you had done? A. No.

* * * * *

[95] Q. Up until May of 1967, and all the times you have worked for Anchor Motor Freight did you have any occasion to file any grievances against any company practices, you personally? A. No.

* * * * *

[97] Q. Did you tell Mr. Angelo that you always got a personal receipt for the amount of money that you paid? A. For the money that I paid?

Q. That you got a personal receipt for that? A. Yes, sir.

* * * * *

Q. Do you remember how long before the hearing it was before you arrived at the building? A. Oh, approximately half hour or so.

Q. Did all of you get together before you went into the hearing? A. Yes.

Q. What union officers were there? A. Abe Schwartz and John Angelo.

Q. And when the hearing began were you introduced? A. Yes.

Q. Who introduced you? A. John Angelo I believe was the one that introduced us **[99]** to the Panel.

Q. When you were introduced were you questioned by anyone as to your version of what took place? A. No. They heard both sides of it from Angelo and Mr.

Sandy and then they asked if any of us would like to have our own say, you know, of what happened and we did.

* * * * *

[100] Q. And what you told that Panel is the same thing that you told Mr. Angelo in meetings prior to meeting with the Panel? A. Right.

Q. You told the Panel everything you told Mr. Angelo? A. As far as I can recall I did, yes.

Q. And did you ask to have any other witnesses testify in your own behalf? A. No.

* * * * *

[101] Q. I think you testified that at the time of the hearing you felt that there was nothing improper about the way the hearing was going on? A. As far as I know.

Q. Everything that you saw looked regular? A. Well, I don't know what is regular and what isn't.

Q. You wouldn't say this was a kangaroo court proceeding, what was going on? A. No.

Q. Nor did you feel that that was so? A. Well, I wouldn't say that. How I felt would be immaterial.

Q. Let me ask you this: Did you say everything you wanted to say at that hearing? A. I made my statement and that's all.

Q. Did you say all you had in mind to say? You thought about the testimony that you were to give? A. Yes.

Q. Did you give all of the testimony? A. All the testimony that was pertinent to the facts.

* * * * *

Q. But in any event, is there anything on which you **[102]** would offer facts to support a factual basis to support the assertion that with a minimum amount

of investigation the union—and I assume in this instance Local 377—could have completely disproven the charges against you? What would Mr. Angelo have done or Mr. Schwartz have done? A. Partially checked with the motel people, got their own story.

Q. So this is where you say they fell down, that they personally didn't go to the motel people? A. They didn't send no representative.

Q. That you know of? A. That we know of, yes.

Q. They got their information from you, isn't that right? A. Yes.

Q. And from the other men that were fired? A. Yes.

Q. And from whatever the company may have told them? A. Right.

Q. But as far as you know they didn't make any other independent investigation? A. No, nothing else other than just asking us and the company.

Q. Now, had they gone to the motel what do you say they **[103]** would have found out? A. I don't know what they would have found out. That's what we wanted them to find out, what the score was and why this man had made those statements.

Q. No question in your mind that he had made the statements? A. Sure. They had his name down.

Q. Who had his name down, the company had the name? A. Right.

Q. What is the man's name? A. The one you mentioned a while ago.

Q. Repucci? A. Yes.

Q. Is that the man who was the clerk? A. No, he is the owner.

Q. What did Repucci say? What was the statement they had from him? A. He said that he had given us receipts for more money than what we paid for.

Q. And Repucci was the owner of the motel? A. Yes, as far as I know.

Q. You didn't take it upon yourself to question Mr. Repucci? A. No.

Q. As far as you know none of your committee members **[104]** had taken it upon themselves to question Mr. Repucci? A. No.

Q. But you felt the union officers should have done that? A. Yes.

Q. And is that the only thing that you felt they should have done in the way of investigation? A. Well, to get the second hearing we had to hire our own people to do it. We based it on new evidence which they disallowed.

Q. But getting back to this amount of investigation that you say you think the union should have done, it consists of interrogating Mr. Repucci, is that right? A. Right.

• • • • •

[105] Q. As of the time you went to Detroit was there anything that you would ask Mr. Angelo to do that he didn't do as of the time? A. No. I just asked him what was needed to be done.

[106] Q. And you accepted what he had to say? A. Well, sure.

Q. So the answer to my question was, no, you did not ask him to do anything other than what he did do, is that right? A. No. That is a little twisted there. I asked Mr. Angelo if there is anything else that we need to do, and he says, "No, you have no problem."

Q. Did he refuse to do anything that you asked him to do prior to that first hearing? A. He said there was no need to go to the motel.

Q. Did you ask him to go to the motel? A. Yes.

Q. Prior to that? A. I asked him if we should go down and see about the motel, see the people or anything to that effect.

Q. You asked whether you should do that? A. The drivers in a general area, the 11 concerned, yes.

Q. And he said you didn't have to do that? A. It wasn't necessary.

Q. Did you ask him to do it? You didn't ask him? A. It's not necessary for me to do it, is what he said.

Q. You accepted his answer and you then did not ask him to do it either? A. Right.

• • • • •

[107] Q. Were you accusing the union of having engineered your dismissal? A. Not in the strict sense that they did engineer it, no.

• • • • •

[108] Q. Was there some other procedure the contract called for? A. No.

Q. This is what the contract said you were entitled to? A. Yes.

Q. This is the procedure you were afforded, is that right? A. Yes.

Q. What you were really unhappy about is you didn't win, isn't that right? A. No, not necessarily. Stop at my motel some time and I'll give you a receipt. You don't dig what I mean. You come in and pay me $10, right? I give you a receipt for $10. Then I put down there $9, and John Doe walks in the door and says he works for me, what do you put down there?

Q. Everything you have just told me you told this to a Panel, isn't that right? A. Yes.

Q. And this Panel, I think you testified, consisted of employee representatives and union representatives, right? A. Yes.

Q. And yet that same Panel to whom you told it concluded that the employer was justified in discharging you? A. He might have been after I called one of the Panels a rotten s.b.

Q. Who did? **[109]** A. Dan Tabor at the union hall.

Q. Prior to the hearing? A. During the strike.

Q. How many people were on the Panel? A. How many all together on the Panel? The only one I know personally—he could have been the only one on the Panel and I wouldn't know the rest of them.

Q. You called him an s.o.b.? A. A lying—

Q. A lying s.o.b. in February of 1967? A. Right.

Q. Did you see him between then and the time of the hearing? A. No.

Q. Did you object to his participation on the Panel? A. I didn't even know he was on it until we got there.

Q. When you saw him on the Panel did you raise any objection? A. Why should I? John Angelo said it was all right.

Q. Did you or didn't you? A. No.

* * * * *

[110] Q. Your petition alleges, and I want to know on what you would base this, that the defendants—and I am speaking for 377—knowingly used false information to sustain the discharge of the plaintiff.

Do you claim that 377 did that? A. I don't know if they did or didn't.

Q. You are not claiming it? A. I'm not claiming. I don't know.

Q. You have no evidence to support that? A. I don't know.

Q. To support that allegation, no personal knowledge of anything that was a part of that? A. I don't know.

Q. Do you have any facts on which you base the allegation **[111]** that Local 377 violated your contractual rights under the contract? Do you know of anything that 377 did or officers of 377 did that interfered with your contractual rights? A. Offhand I couldn't say that any of my rights had been violated.

Q. And I think you have also already testified you have no facts on which to base the conclusion that Local 377 and the employer conspired together to fire you? A. No.

* * * * *

Deposition Testimony of Lindsay E. Worley

[112] Q. Did he say why you were fired? A. I asked him why and he said he didn't know. That was the message he received over the phone.

Q. After you got that message what did you do? A. I went downstairs, out in the yard and there were several men there and the dispatcher also told me that there had been a meeting set up between the company and Local 377 for 10:00 a. m., and then I went downstairs and I think I talked to Mr. Croft and some of the other fellows and I called 377 myself.

Q. What did you say to them? A. One of the girls answered the phone, and they informed me that Mr. Schwartz was on his way over.

Q. Then he showed up? A. Yes.

Q. Was there any other 377 man with him? A. Sammartino.

Q. Were you sort of a spokesman for the fired employees? A. I wouldn't say that.

Q. Everyone was talking? A. Everyone had their say, yes.

Q. What did you tell Schwartz and Sammartino about what had happened? A. Oh, they seemed to know that we had been discharged **[113]** for dishonesty. Of course, I don't think they really knew the details too much themselves until they found out. When they confronted me with the charge I says I had no knowledge of it.

Q. Were they specific as to what the dishonesty was at that meeting? A. Well, he said something like falsifying a motel receipt for two bucks, or something like that. I can't recall his exact words.

* * * * *

[114] Q. What story did the company have at that time as to why you were fired? A. At that time I think Mr. Sandy presented the letters, a copy of the receipt, copy of our logs, along with the registration card as evidence and said that we were being discharged because we had presented the receipt to the company for reimbursement when we actually paid a less amount.

Q. Did he also have a statement from a guy named Repucci? A. Yes, about a paragraph or so.

Q. Did he have your driver's logs for those days? **[115]** A. Yes.

Q. What use did he make of the log, if any? A. I guess to relate that we had logged into this town and showed a layoff in this town.

Q. Batavia? A. Batavia, New York.

Q. What was the response of Schwartz to that? A. I can't recall exactly. I know Mr. Schwartz said he didn't feel that was enough evidence, it looked to him like the clerk was maybe pocketing the money or someone else, and this was the stand that Mr. Schwartz took.

Q. Did you speak out at that meeting? A. I certainly did.

Q. What did you say? A. I went right along the same lines. I told the company officials the same thing

I told Mr. Schwartz previously, that when I go into a motel I register, ask the man how much, get my receipt, and that's it. What he does with the registration card is their business.

Q. Was there a decision made at that time to put you back on the job? A. We negotiated there a couple hours, I would presume. We recessed for lunch and we came back from lunch and I can't recall whether we went back in the meeting in the basement or not, but then I know the company officials were **[116]** all upstairs in the offices and they sent down to Mr. Schwartz and Mr. Sammartino to come up first.

Then when they came back downstairs they confronted us with something on this order, "Look, the company wants to save face in front of the other men. They have agreed to put you back to work and they will file a grievance against yous in Detroit."

Q. So the company will file a grievance? A. That's right, so the company will file a grievance against us, and would this be acceptable. They said this is about the same as during the strike, because the company took a stand similar to this during the strike, that they would file a grievance against us in Detroit, which never came about.

They said the company is wanting to save face in front of the rest of the men, so he says, "You don't have nothing to worry about. They can't fire you," and we more or less went along with them on their advice.

Q. You went back to work? A. That's correct.

* * * * *

[117] Q. So if I understand you correctly, from the time that the union guys first arrived on the scene until the time they finally said, "You can go back to work," and they will file a grievance against you, somewhere

around eight hours elapsed? A. Around 3:00 in the afternoon. When I say it involved eight hours, I think I was on dispatch somewhere between 7:00 and 8:00, and this was around 3:00 in the afternoon.

* * * * *

[118] Mr. Angelo was on vacation and I talked to Mr. Schwartz several times, and then when Mr. Angelo came back off vacation, myself, Mr. Croft, Mr. Mariano went to the union hall to talk to Mr. Angelo about it, and at that time he says, "You don't have nothing to worry about. There is no way they can fire you because we want to find out what we needed to do. If we needed evidence we wanted to get an attorney and go see the motel in Batavia and so forth, and you don't have a damn thing to worry about, there is no way they can fire you, and let him take care of it."

Q. Did he say why he was so optimistic? Did he say why he was so sure you were going to win? A. He says, "You have got nothing to worry about, I'll take care of it. There is no way they can fire you."

* * * * *

[119] Q. What explanation was there for the difference between the moneys on the receipt and the money on the registration card? **[120]** A. We could only presume that the clerk—I can't say it was the clerk or owner, because I only stayed there twice and only saw the man one time. We presumed that somebody was knocking down on the motel or knocking down on the income tax, we don't know.

Q. But it is fair to say you agreed that was the explanation you were going to present to the Panel? A. Yes, that was what Angelo said also.

* * * * *

[121] Q. Did he make an argument of any kind as to how that added up? A. He based it on the amount that was written down in the corner on the registration card, and the best I can recall, it was even different handwriting than from our receipts. That is what he based his argument on, that we had presented this receipt to the company for reimbursement and, therefore, we were dishonest in doing so.

Q. What argument did Angelo make? **[122]** A. Mr. Angelo denied the charge. He said it looked to him like the clerk, or whoever wrote the receipt out, was probably pocketing the money. Also I think him and I both made the statement that those statements from Mr. Repucci was not notarized. Of course, at that time I think we are both familiar with the seal in Ohio that happens to be on there, and New York State would have to have that, so outside of that that is about all.

Q. But he pointed that out? A. Yes, I pointed it out to him and I think in return he pointed it out to the company.

Q. Then you made an argument at that meeting? A. I just stated the fact that I had stayed there, I didn't deny that. I filled out the registration card, asked the man how much I owed him and I paid that amount of money and got my receipt and that was it.

* * * * *

[123] A. I think I did once before, because I went up there on a discharge case. I got discharged from there prior to this.

Q. When was that? A. This was in December of '66. I had worked 17 days without a day off. I had worked 25 days with one day off, and I came in after being on duty 19 3/4 hours without a legal eight-hour break about 2:00 a. m. in the morning and they says, "You have to go back to work."

I said, "I'm too tired. I'll take my 10 hours' rest and come back and go to work." And I said, "Besides, our national contract says we don't have to go out between 12:00 and 5:00 a. m." I stood my ground on it.

I was discharged and lost thirty-some days of work. **[124]** They went to the Panel. I had to present my own case. John Angelo and Abe Schwartz sat beside me and never once opened their mouth.

Q. And you won? A. I won in a sense. I got back to work with no back pay.

Q. When was that in time? You told me, I just couldn't remember. A. It was December, either the 23rd or 24th I got fired just before Christmas and it became official the 27th of December.

Q. 1966? A. 1966, and I went back to work January 30, 1967.

* * * * *

[125] A. * * * We went ahead with the attorney in getting the affidavit from the motel. I think we got that about five, 10 days prior to our second hearing.

Q. You attended that second hearing? A. Oh, yes.

Q. Did Mr. Angelo have a copy of the Repucci deposition prior to that hearing that Racklyn obtained? A. No, because I don't think we even had a copy of that until our attorney flew into Detroit, and we met him at the airport and went directly to the meeting and as soon as we saw Mr. Angelo we gave him a copy.

Q. Do you know whether Angelo left a copy of that deposition with the Panel? A. I think so. I know he had several copies. I know the Panel had one there for a while and I know it was passed around. Whether they kept one or not, I can't recall.

* * * * *

[126] I said, "How could it be old evidence when it was only signed five or 10 days prior to going to the hearing."

So the Panel took it under advisement, and all of us we are under the impression that we have got a new hearing.

We come back in and they had ruled we don't have new evidence for a new hearing.

* * * * *

[127] Q. How did 377 let you down in the investigation stage? A. 377 let us down from the day we went to work.

Q. Specifically how in the investigation? A. They did nothing really. Like I told you before, John Angelo, Abe Schwartz, Sammartino said, "Don't do nothing. You don't have to do nothing. There's no way they can fire you." He said not to do anything like we suggested to him, like contact the motel owner, talking to an attorney. I asked them to get Mr. Green to go with us or something like that.

Q. What did he say about that? A. No need. He says, "You don't need it. They can't fire you. There is nothing they can do. Go on and forget it. You have got nothing to worry about."

Q. In respect to whether Mr. Green would represent you, **[128]** he said there was no need. Didn't he also say the Panel doesn't accept presentations by lawyers, even lawyers for the union? A. Wait a minute. By that I didn't say Mr. Green to go to the Panel, but to go with us and confront the motel owner. We were just making suggestions and everything we suggested there was just no need in it. He says, "There is nothing they can do to you. They can't fire you. They don't have a leg to stand on. Forget it. You've got nothing to worry about." That's what we were being assured of.

Q. Okay. How did the International Union not give you fair representation in the enforcement of your rights? A. Like I say, from the day I went to work there we got no representation from 377, and as time progressed things would keep getting worse. It never got better, it got worse. We contacted Mr. Tabor and we tried to contact Mr. Fitzsimmons, which we were never able to do. We were supposed to have an appointment with Mr. Fitzsimmons, which was never kept. We just couldn't get no representation from the International or from anyone else. At the time we got fired prior to the first and second hearing I personally wrote a letter to Mr. Preser. I **[129]** got a reply, "I'm sorry, there is nothing I can do."

Regardless of all we done nobody would help. Nobody would do anything until we went on a wildcat strike. Then we got a little bit of representation.

* * * * *

[130] Q. How did 377 discriminate against you in the handling of your discharge? A. By no representation. I personally feel there was a collusion between them and the company.

Q. Based on what facts? A. Based on the fact that during the trial in the negotiation, which is a matter of court record, Eugene Babbish, the terminal manager, said that he gave John Angelo one of the company cars to drive. He was also involved in an accident in Youngstown, which was admitted under oath.

* * * * *

[132] Q. You weren't surprised when they started going into the merits of your grievance, were you? A. No, I wasn't surprised.

* * * * *

Deposition Testimony of Anthony Pagano

[133] Q. Mr. Pagano, I'm going to show you certain documents that are copies of registration cards and receipts from the Towne Manor Motel and showing you what has been marked as Exhibit C-1, are you able to identify the signature on the receipts? A. That looks like my handwriting.

Q. Your handwriting? What part looks like your handwriting? A. Well, the whole thing. That's the way I sign it 'cause I'm a bad handwriting. I didn't have no—much education.

Q. You signed "J.D. Repicci" at the bottom there? A. Right, right.

Q. And did you sign "J.D. Repicci" on the other receipt here? A. Right.

Q. Do you recognize your handwriting? A. Right.

Q. Do you remember whether you signed any other parts of this? A. It looks like my—all my handwriting.

Q. Referring to the—to the receipt portion of the card— **[134]** A. Well, that's—that's—see, that's where you get me here. Sometimes I don't sign the name because some of these guys, when they write, I can't spell it. I let them sign it because we're signing—if I sign they sign and that doesn't mean nothing so they could have signed it or I could have signed it.

Q. But do you know that that's your signature, "J.D. Repicci"? A. Yes. And this here I don't think is my writing. This could be mine because lots of times I get a name I could—I print it, I don't know, it might not be mine. That "B" don't look like mine. I don't make a "B" that way.

Q. Does Mr. Repicci authorize you to sign his name? A. Well, I've been doing it, he hasn't said nothing.

Q. Why do you sign his name rather than yours? A. Well, I figure I've got my name on that I'm an em-

ployee. If I'm an employee it's going to be different than I figure I sign my name.

Q. Showing you what has been marked as Plaintiff's Exhibit C-4, are you able to identify the handwriting of the signature of "J.D. Repicci" on there? [135] A. Yeah, that's mine.

Q. All right. On both of them? A. Yeah. I want to see something else.

Q. On both receipts? A. Right, they're both my handwriting.

Q. I'm going to show you what has been marked as Plaintiff's Exhibit C-5, are you able to identify the handwriting on the receipts? A. Yeah, that's all—that's all mine.

Q. The receipts there, the signatures are all yours? A. Yes.

Q. Do you know whether or not the rest of the receipts A. This looks like mine. That would be my "B", the way I make it. That looks like—I don't know if that looks like mine or not but that "B", that's the way I do it.

Q. Showing you what has been marked as Plaintiff's Exhibit C-6, are you able to identify the handwriting of "J.D. Repicci" as it appears on those receipts? A. That's all my handwriting. I'm looking at this other names now, so—that ain't mine. I don't make a "B" like that.

[136] Mr. Loeffler: Tell us what he's indicating.

The Witness: That could be mine.

By Mr. Schwartz:

Q. Pointing to a name, "Burt Hines", as that which he doesn't make a "B" like. Showing you what has been marked Plaintiff's Exhibit C-7— A. Yeah.

Q. Are you able to identify— A. They're both mine.

Q. The signatures on the receipts there? A. Yeah, that's the way I write his name.

Q. All right. And is the same true for Exhibit C-8? A. Yeah.

Q. And is the "J.D. Repicci", as it appears on the— A. That's—that's mine too.

Q. —receipts on C-9, yours? A. Yeah.

Q. Now does that mean that you were the one who checked in these people on these dates? A. Right.

Q. All right. Now Mr. Pagano, showing you what has been marked as Plaintiff's Exhibit C-4— A. What do you mean—"showing"?

[137] Q. I'm showing you this piece of paper. A. Right.

Q. Just for purposes of the record I am indicating it as C-4. A. Okay, okay.

Q. So people reading the transcript will know which page we are talking about. A. Okay, okay.

Q. You note that the registration card shows "Carlos Fugett and L. Worley"? A. Yeah.

Q. And that is shows the amount paid to be $12.48? A. That's what I put on the card.

Q. All right. Now looking at the receipts, there's one for "L. Worley" for $8.32 and another for "Carlos Fugett" for $8.32? A. Right.

Q. All of those being for the night of May 10th— A. Right.

Q. 1967. A. Right.

Q. Are you able to explain why the receipts total $16.64 but the registration card shows only $12.48 [138] received? A. Sure.

Q. What's the reason for that? A. I pocketed the other $4. myself and didn't mark it down here. Joe Repicci gets $12. to him, I charge him $8. apiece, what they pay for single, and I mark it here, I mark it $12.48 so I'm pocketing four bucks.

Q. Now showing you what has been marked as Plaintiff's Exhibit C-1,— A. Right.

Q. Are you able to explain the explanation for why the receipts— A. Seven—

Q. Total $14.56 and the registration card shows only $10.40? A. I pocket $4. and something more.

Q. Now is that the same explanation for the difference between the receipts and the registration card— A. Right.

Q. —on Exhibit C-5? A. Right.

Q. And is that the same explanation for the discrepancy **[139]** between the exhibits—excuse me—between the receipts and registration card on Exhibit C-6? A. Right.

Q. And is that the same explanation for the difference between the receipts and registration card on Exhibit C-7? A. Right.

Q. Showing you what has been marked as Plaintiff's Exhibit C-8, what is the explanation for the fact that the registration card with the names "cartwright" and "Fitzpatrick" on it show $10.40 paid while the receipts for each of those men totals $16.64? A. I pocket that too.

Q. And showing you what has been marked as Plaintiff's Exhibit C-9, what is the explanation for the difference between the receipts and the registration card? A. That's what I pocket. When they're double rooms I pocket that and when there's a single room I don't pocket because that's what the singles are. I—I can't make nothing.

* * * * *

[140] Q. Is there any reason why you did not tell the man from Anchorway the real reason for the difference between the receipts and— A. Well—

Q. —the; let me finish the question. The real reason for the difference between the receipts and the registration card? A. Well, the way it happened so fast, I had no time to think and I figure, here I—I'm hooking money out of this deal. I know Joe don't care but there's going to be something wrong with those fees so I didn't say nothing to him at the time. There's a guy got—

Q. That was true even though you knew that the— A. Right.

Q. That the information on here was false? A. Because this guy, whoever he was, got a little too smart with me. If he'd a did it gentleman way I probably would have told him. And I kept telling him, "Right. You're right."

* * * * *

[142] Q. Right, okay. The questions is, and you swore under—did you swear under oath before the notary? A. Right.

Q. That this information was true, even though you knew that the men had paid more than you wrote down here? A. Right.

* * * * *

[143] Q. Did you ever—did you ever tell anyone from Anchor what the real reason was for the difference in the cards? A. I told a lawyer.

Q. You told a lawyer for Anchor? A. Yeah.

Q. When was that? A. Oh, I don't know, three years ago. You want me to tell you the whole story or just answer your question?

[144] Q. Just answer my question. Where was that when you told him? A. Cleveland.

Q. How did you get to Cleveland? A. Well, they told Joe to go and Joe says, "Why don't you go. That's your name down there." So I—I went in his place.

Q. How did you get to Cleveland? A. They sent an air ticket.

Q. Who did? A. Must have been Anchorways.

Q. How did you know it was Anchorways? A. Well, I actually didn't know until I got there.

Q. And what happened when you got there? A. Well I got in in—

Mr. Goldfarb: Fix the time, will you?

By Mr. Schwartz:

Q. Do you recall when this was? A. No, I can't remember the date, that's too far gone.

Q. I think you said earlier it was approximately three years ago? A. Could have been four, three, I'm just guessing now. I know it's a long time ago.

[145] Q. All right. What happened when you got to Cleveland? A. Well, the guy, the lawyer, picked me up at the airport and sent me up at a Holiday Inn.

Q. Was there anybody else with the lawyer? A. Not at that day.

Q. Do you remember the lawyer's name?

Mr. Goldfarb: He's shaking his head. I would like to be able to get audible answers.

The Witness: No, I don't remember the lawyer's name but I could remember what he looks like.

By Mr. Schwartz:

Q. What did he look like? A. Short fellow, little grey hair and he told me he was in the F.B.I. before he got to be—he turned out a lawyer. I mean the guy was a beautiful guy, so in the room he asked me a lot of questions.

Q. Was there anybody with him when he asked you these questions? A. No.

Q. And what questions did he ask you? A. He asked me about these cards and I told him the **[146]**

way I'm telling you, that the driver's paid $8. but I fooled around with the cards and kept the extra.

Q. Did he say why he had wanted you to come to Cleveland? A. As far as I know I don't think he told me anything why they had me there. They're supposed to have Joe but I went in Joe's place.

Q. Did you know what—were you told what you were supposed to do when you got there? A. No. Well now, wait a minute. I—he could have told me and I don't remember because—because the next day we went to—I always thought it was Youngstown, to a town—now I don't know—now I thought it was Youngstown, that's what he said but when we got there, well, I was supposed to go to court and I never went. I just sat in the car with an Anchorway man.

Q. Not the lawyer? A. No, the lawyer went in, in the courthouse.

Q. I see. Do you know what he was going in there for? A. No.

Q. Did they tell you then why you—why they wanted **[147]** you? A. Well, when he come out he said, "Well, everything's okay. We don't need you." I said, "Is this all settled now?" He said, "Yeah, you can go home." In fact, he wanted me to stay and I told him, "No, I'd rather get home."

Q. This is the lawyer you're talking about now? A. The lawyer.

Q. And there was another man? A. Another guy with him.

Q. From— A. To me he looked like an Anchorway man because I asked him, "Who's that guy?", and he mentioned his title, I don't know.

Q. Do you know what the title was? A. What do you call these fellows that's in charge of company—

regional director or something. I didn't have a name for that.

Q. Do you remember what this other man looked like? A. Well, he's a short fellow, a little stouter than the lawyer.

Q. Do you remember whether or not he was bald? A. No, I couldn't remember that.

[148] Q. Do you remember whether or not he wore glasses? A. He might have wore glasses.

Q. Well after they told you that they didn't need you, what did they do with you? A. Well, this lawyer says, "Instead of driving you back to Cleveland, putting you on American Airlines," that's what I flew, he said, "They've decided there was an airport there—", and I thought it was Eastern. So they got—brought me to this airport and we go and get in there and find out if a plane's going to Buffalo and the guy says "There's one going out of here in a half hour.", and they bought me a ticket to that plane.

Q. Do you know what airport that was? A. No, I wouldn't know the name of the airport.

Q. It wasn't the Cleveland airport? A. Not the big one, this was just a small airport.

Q. Okay. Do you remember about how far from Cleveland this place was that they took you to? A. Well, I don't—to me—because this lawyer says, "We only got to go about 30, 35 miles."

Q. Why did you tell the lawyer and the man from Anchor the real reason when they brought you to **[149]** Cleveland? A. Because I figure if I start lieing now I'm dead. I'm a dead duck. So I might as well tell the truth, even if I go to jail.

Q. Go to jail for having lied before you mean? A. Well, yeah, whatever. What do I know? Whatever

they do you. I figure there's no use lieing anymore and I told them the truth and I kept telling them that.

* * * * *

[150] Q. Do you know whether or not any of the other motels in the area do that? A. Well I don't know. According to my idea, I think they're all doing it.

* * * * *

[151] Q. So wherever there's a conflict between the room as appears on the registration card and the room that appears where the guy spent the night, that was your decision to change those numbers? A. Right.

Q. Okay. **[152]** A. I don't know what made me do it but I did it.

Q. Okay. Did any of the drivers note that? A. I don't think so. They couldn't have because any drivers not interested in what's here, he's interested what's here, he's interested in the guest receipt because he's paying me cash and he's interested in that, not that, so they might have missed it too.

Q. Would the drivers frequently fill in their own names on the receipts? A. Sometimes they do. Like I tell you, when I can't spell their name I say, "Here, you write your name on it."

Q. Okay. Now looking through these, it is your view that you didn't write "Vincent Mariano" in C-1, right? A. Well, no. See, the way I see that Vincent might have wrote his own name.

Q. What about "B. Hines"? A. "B. Hines", that I can't tell if it's my handwriting or not because that ain't my "B".

* * * * *

[153] Q. Did you read it over at all? A. I read it over but I don't think I understood it and I signed it 'cause I kept telling him the receipts are right.

Q. Now did he say, "Unless you do this we'll put—Anchor will put the motel off limits."? A. No, he didn't mention nothing about me, he says, * * *.

* * * * *

[154] Q. Now when did you get the airplane ride to Cleveland? When in time—a month? A. I don't remember now how many years later it was I went. I'm in the motel one day and Joe says, "They sent me a ticket, Anchorway, I got to go down." He says, "Why don't you go down. That's your name on them cards." I said, "Okay, I'll go for you."

* * * * *

[155] Q. I understand. What I want to know is, you know that Joe made some statements before a notary public, **[156]** signed statements, are you aware of that? A. No.

Q. That Joe made some statements and signed—A. I know he made some statement but I never read it.

Q. I know. But you know he made some statement? A. Yeah.

Q. Did Joe know the truth when he made those statements? A. I—I don't know if he did or not.

Q. Who else knew the truth besides Joe? A. That's all, that's all.

Q. That's all? A. Yes.

Q. Did you ever sign any statements other than this one that you signed on May 31, 1967? A. You mean a statement for something like that?

Q. Yes. Did you ever sign anything else? A. No. In Cleveland there that lawyer in the car * * *.

* * * * *

[157] Q. All right. Now, is that the second time you told the truth or did somebody else know the truth? A. Well, you mean that I told this lawyer?

Q. Yes. A. Well, I had told Joe already so that—

Q. You already told Joe? A. That would have been the second time.

Q. When you told the lawyer, that's the second time? A. Right.

Q. When did you tell Rachlin that you were skimming? A. Who's Rachlin?

Q. The lawyer for the men; were you—were you answering? A. I don't know when—I'm trying to think who you're talking about—Rachlin.

Mr. Schwartz: I think he's getting confused.

[158] The Witness: I told a lawyer here about three weeks ago, whoever he was.

By Mr. Goldfarb:

Q. Did you tell anybody else? Is that the third person you told? A. Right.

Q. Did you ever tell anybody else? A. No.

* * * * *

Q. Did anybody from Anchor force you to tell anything other than the truth? A. No. I did this all on my own.

Q. This was all on your own? A. Right.

Q. All the way from the beginning to now? A. Right.

* * * * *

Deposition Testimony of Walter J. Shea

[168] Q. Would you take a look at Article VII, Section 10?

Suppose the Joint Area Committee gets a majority on a given grievance.

What happens? A. The matter is settled.

Q. And there is no procedure for review if the Joint Area Committee decides by a majority vote, there is no review of that decision? A. I think the charter spells that out. Any decision of any committee is final and binding.

* * * * *

Deposition Testimony of Joseph D. Repicci

* * * * *

[174] Q. What is the procedure for registering guests when they come into your motel? A. Well, they ask for a certain type of room, whether it's a single or a double and they ask for the price. I quote them the price, if they want it **[175]** I'll sign them in, that is it.

Q. And do you have them sign anything? A. Yes sir, they sign all the—all the cards.

Q. What do they sign? A. Well, there's a large—it's two, two cards—it's a—well, there's a stub attached with a large card, they sign the large card.

Q. And the stub attached is what? A. I fill in that myself.

Q. I see. What is that stub attached? A. Well, that's the receipt.

Q. And you fill that in yourself? A. Yes.

Q. Then you give it to— A. That's right.

Q. —the guest? A. Yes.

Q. Have you worked as the registration clerk ever since you acquired ownership of the motel? A. Yes.

Q. Do you have other people performing that function? A. No.

Q. When you're not there? **[176]** A. Just my brother-in-law, he helps me out when I'm not there.

Q. Your brother-in-law helps you out when you're not there? What is your brother-in-law's name? A. Tony Pagano.

Q. How do you spell that? A. P-a-g-a-n-o. He's retired, pensioned and disabled.

* * * * *

[178] Q. Did anyone ever ask you to give a statement about **[179]** this matter? A. Well, I know we—we—there was a statement at one time that they had me read and sign but I guess you have that there.

Q. Who was it, who had you read and sign it? A. Some representative of—whether it's Anchor or whether it was for the union, I don't know who the fellow was. I'm a very—I can't remember names and I don't know who it was.

Q. All right. I am going to show you what has been previously marked as Plaintiff's Exhibit F-1 and ask you if you can identify what that is.

Mr. Goldfarb: Which one now?

Mr. Schwartz: F-1.

Mr. Loeffler: F-1.

Mr. Schwartz: F-1?

Mr. Loeffler: June 5th statement.

The Witness: Well, I remember signing this but I don't quite remember this stuff about two separate inflated receipts, whether that—I don't remember that statement there at all.

By Mr. Schwartz:

[180] Q. Was that a statement that you signed? A. I think this is what I signed, yes. But I don't remember reading that. Maybe I remembered at the time but I can't remember it right now if that was it or not.

Q. All right. And at whose request did you sign this statement? A. Some fellow that came down

wanted—he wrote that out or he asked me questions and he wrote that out and I signed it. That's it. I don't know who the fellow was, I really can't remember.

Q. All right. I am going to show you what has been previously marked as Plaintiff's Exhibit F-2 and ask you if that was also a statement which you signed at the request of someone else? A. Well, I signed that, it's my signature but I don't remember that.

Q. Okay, but that is your signature? A. That's my signature.

Q. Okay. I am going to show you what has been previously marked as Plaintiff's Exhibit F-3 and ask you if you have—if you can identify that document? **[181]** A. I don't remember that. I signed it but I don't remember that.

Q. But that is your signature? A. It's my signature.

Q. You don't deny having signed that, you just don't remember? A. No, I don't deny I signed that, it's my signature but I don't remember what that phrase that you have there, that sentence.

Q. All right. Now were these signed at the same—at the request of the same person? A. I believe it was. I don't know, I don't remember.

Q. Now when you signed this statement that has been marked as F-1, did you have any personal recollection of having registered the drivers referred to in that statement? A. Well, that's my signature but what they say here was said, the fact my brother-in-law known at the time, he told me a lot of things which I don't really understand what he meant by that. Evidently what he said, these fellows agreed to—to write down and I agreed to say—to sign my signature to it because I took my brother-in-law's **[182]** word for everything. But a lot of those fellows I don't even know. I never seen them.

* * * * *

[183] Q. I am going to show you what has previously been marked as Plaintiff's Exhibit C-1, and ask you if that is your signature on the cards— A. Nope.

Q. —at the top? A. That is not my signature.

Q. Neither one of those is your signature? A. No sir.

Q. Do you recognize the signature—

Mr. Goldfarb: Wait till we catch up with you. Who are the names on there?

Mr. Loeffler: Mariano and Hines.

Mr. Goldfarb: Okay, go ahead.

[184] By Mr. Schwartz:

Q. Do you recognize the signature as any signature you have seen before? A. My brother-in-law's, that's his signature, I know that.

Q. That is your brother-in-law's signature? A. Yes.

Q. Of your name? A. Yes.

Q. Have you authorized your brother-in-law to sign your name? A. Well, he doesn't get paid for that. He helps me out when I'm working on construction or building a house, he helps me out and he doesn't get paid for it so he has authority to sign my name on things like that because they don't mean a thing, it's not important.

Q. You have given him authority— A. Oh yes.

* * * * *

[185] Q. Now the fact that all of the signatures on the receipts on the exhibits I have asked you about have been identified by you as your brother-in-law's signature, does that—does that mean anything as to which of you was the registration clerk at the time the guests in question checked in? A. It's positive proof that he's the registration clerk.

Q. Would you have been present then at the time any of these cards were filled out? A. No because I—I work pretty late. I get to the office maybe about 8:00,

8:15, 8:30 some nights and these truckers usually get there early. I don't know what time they get there.

Q. Do you now or did you ever have any personal [186] knowledge as to how much any of these men paid for the night in question on those cards?

Mr. Goldfarb: I am going to object to that question on the basis that the documents are self-serving. If you want to impeach the document you've got to lay a foundation for them.

Mr. Schwartz: The documents are self-serving?

Mr. Goldfarb: Yes. You're questioning him from receipts as to the amounts as to how much the men paid. The amounts are on there.

Mr. Schwartz: I'm not asking him how much they in fact paid, I'm asking him whether or not he had or has any personal knowledge as to how much they in fact paid.

The Witness: No, I don't.

By Mr. Schwartz:

Q. Do you have any personal knowledge as to who signed any of the registration cards? A. No, I don't.

Q. On the exhibits I showed you? [187] A. I don't know who signed them.

Q. Now when you signed Exhibit F-2, the statement pertaining to Mr. Mariano and Mr. Hines for the evening of April 14, 1967, could your signature of that statement have been based on your personal knowledge as to how much they paid? A. No, I just signed it because I—I took my brother-in-law's word or whoever it was there that they said those things were—I based my—my answer in what I saw here and that's why I signed that.

Mr. Loeffler: What you "saw here", indicating—

The Witness: Those receipts.

Mr. Loeffler: Receipts and registration cards.

The Witness: That's why I signed it. I don't know, I wasn't there and I don't understand anything of the sort.

By Mr. Schwartz:

Q. Now when you signed Exhibit F-3, could your signature on that statement have been based on your own personal knowledge— A. No.

Q. —of how much they paid? [188] A. I have nothing—when—according to those stubs there, that's all I went by. I don't know, who they are, never seen them or nothing of the sort. I went according to those stubs.

• • • • •

[189] Q. Did anyone from the Anchor Motor Freight Company ever come back to discuss the matter with you again since 1967? A. No.

Q. Do you know whether or not anyone from that company ever came back to discuss the matter with your brother-in-law since 1967? A. I don't think so, no.

• • • • •

[190] Q. Now I want you to take a look at F-4; did you sign that? A. I signed that, yes sir.

Q. Now when you—did you sign that after you yourself had physically inspected registration cards and receipts? A. Well, I signed that after all this stupid information that they showed me there and I didn't know [191] what was going on and I saw that and I figured, well, what's there is right so I signed it, yes.

Q. The "stupid information" was registration cards and receipts? A. That's right.

Q. Was it the originals? A. They—those are the originals, yes.

Q. But were they on copies like this or— A. At the time, I don't remember, sir. I can't tell you.

Q. You don't know whether it was on copies or whether it was your raw records? A. I don't remember, I don't remember.

Q. Who presented those to you? A. One fellow, either he was from the union or from Anchor, I have no idea. It was one of the fellows, there was two, three of them at the time and I don't know who they are.

Q. Was he kind of a burly guy, big guy? A. I think he might have been one of them.

Q. Was his name Andy? A. I can't recall.

Q. Was he a balding man? [192] A. It's four years, I don't remember. I got a bad memory, I can't remember. Honestly, I can't. But I know they showed me a lot of

these things and I of course, I said, "Yes, they're the true receipts." And that's what I signed that for.

• • • • •

[193] Q. "—that the information notorized has been with my knowledge compiled by Anthony Pagano—"

Mr. Schwartz: Let the record show it says, "complied".

Mr. Loeffler: "—complied (sic) by Anthony Pagano and myself, is correct."

The Witness: When I was in there, what I understood, everything my brother-in-law **[194]** was telling me and took it for granted he was telling the right thing. That's why I put my name to everything he said.

By Mr. Loeffler:

Q. All right, all right. A. I wasn't—any of these, I never took any of these fellows in, I just took his word for that. That's all I—that's why I signed it. I took his word for everything. In fact, I wasn't even there.

Q. Now did Sandy or anybody from Anchor say, "Unless you sign those things we're going to put you in jail."? A. No, not that I know of, no.

Q. Did they threaten you with anything? A. No.

Q. Did they say, "We're going to put your motel off limits."? A. No, didn't say nothing, not that I know of.

Q. They never threatened you with economic reprisals? A. Nothing, no.

Q. They never threatened you with criminal prosecution? **[195]** A. No, no.

Q. And you signed all those statements? A. I took my brother-in-law's word for everything and I said, "Well, whatever there is done, I guess, and I signed accordingly.

• • • • •

[196] Q. I have just a few questions to ask you. You saw those motel receipts and registration cards on the exhibits, those are legitimate, valid motel receipts and registration cards from your motel? A. That's right, sir.

Q. Is that correct? A. Yes, sir.

Q. And the records you talk about as being taken by somebody, you mean the registration cards that you see there now, is that correct? A. Not the small ones, the big ones.

Q. The big ones? A. Yes.

Q. The big ones. When you talk about the big card— **[197]** A. Yes.

Q. Yes. You mean the registration card? A. They're the ones that keep the tally on.

Q. They're the ones that keep the tally, those are the cards, the records you're talking about? A. Yes.

Q. When you talk about the small ones you mean the receipts? A. Receipts, right.

Q. Right. Now the receipts are passed out to the guests? A. Yes.

Q. And no copy is maintained at the motel? A. No sir.

Q. Is that correct? A. That's right.

Q. So the only record you have of the amount charged for the room is on the—what you call the "big card"? A. That's right, sir.

Q. The registration card? A. Yes, sir.

Q. And that's the amount that you report in your **[198]** gross receipts? A. That's exactly right, sir.

Q. And that's the amount that you use for tax purposes? A. That's right.

Q. And other taxes and everything else? A. Yes. sir.

Q. Is that correct? A. Yes.

Q. So there's no misunderstanding as to what we are talking about, the records, the small cards and the big cards are legitimate records? A. Yes, sir.

Q. And they are accurate on the face, is that correct? A. What I see there, they're—they're—

Q. They're accurate? A. They're accurate but I didn't sign any of these fellows—

Q. I didn't ask you that. On the face of the records— A. Yes.

Q. They are accurate, is that correct?

* * * * *

Q. That's what I want. Now, let's go back to your statements that you made before a notary public back in June of 1967, you made one, two, three statements. They are identified as F-2, F-1, F-2 and F-3, and you made a statement on May 31, 1967. You had no reason to make any misstatements in those statements, am I correct? You had no reason to say anything that was out of the way? **[199]** A. Well, a lot of those statements are—

Q. Just answer my question and we'll be done. A. No.

Q. You had no reason to, is that correct? A. No. No, why should I?

Q. Am I correct? So when you made those statements, regardless of the source of your information, regardless when you made these statements and you signed them in front of a notary public, you made the statements that you understood to be true, isn't that correct? A. At the time I thought it was true.

* * * * *

[200] Q. Remember sir? All right, in October of 1967 when he took that statement from you did you have all these records that we looked at here today available

to you? In October of '67? The receipts and the registration cards? A. I can't remember sir, I can't remember.

Q. You can't remember? A. I can't remember sir, I can't remember. I'm sorry.

Q. Did you have them available to you when the statements in January and May 31 of 1967 were taken? Did you examine them and talk to your brother-in-law? A. I don't remember that either.

Q. You don't remember that either? A. I don't remember that either, no. I don't. Honestly, I can't remember that either, sir.

* * * * *

Deposition Testimony of Graydon H. Croft, Jr.

* * * * *

[201] Q. Prior to your discharge you were a committeeman? A. Correct.

Q. And were you elected to that position? **[202]** A. Yes.

Q. By whom? A. By the employees of Anchor Motor Freight.

Q. Located at which terminals? A. Lordstown.

Q. So to your knowledge does Anchor have employees at other towns? A. Yes.

Q. And it was only the Lordstown guys that voted on you? A. Yes.

Q. Now, what was your job as a committeeman? First of all, when did you get to be a committeeman? When in time? A. In August of 1966.

Q. What were your jobs as committeeman? A. There was no defined specific job, just to take grievances, go in and try to work out some of the differences in

dispatching, whatever was going wrong with the terminal there as far as the employees were concerned.

Q. If one of the workers had a problem he would come to you with it? A. If the steward was not there.

* * * * *

Q. What happened at that meeting? A. The motel receipts were shown to us, plus the registration cards and a letter from the owner of the motel.

Q. Do you remember his name? A. If I heard it I would.

Q. Repucci? A. Yes.

Q. Did the company then offer some explanation to Sammartino and Schwartz and the others as to what they thought you had done wrong? A. Yes.

Q. What was that? Who relayed that explanation? A. I believe it was Dan Sandy, but I'm not positive.

Q. What did he say? A. That there was a different amount, it didn't correspond with the receipt that we had turned in, and the amount on the registration card.

Q. Did he say that the figures on the receipt were **[203]** different than the figures on the registration cards? A. Yes.

Q. In what respect were they different? A. The receipt that we turned in was for more than what was written on the registration card.

Q. What else did he say? A. Basically that we would be discharged for it, for stealing.

Q. What was the response of Schwartz and Sammartino at that time? A. At that time they said that they had no case.

Q. That the company had no case? A. That's right.

Q. What else did they say? A. That's just about it.

Q. Did they say, "We are going to fight this all the way," or something like that or what? A. Well, as they talked back and forth the company wanted to take it—they couldn't come to an agreement at the meeting. The company had the idea of going to the Panel in Detroit and getting a decision there.

Q. Did the company also agree to put you back on the job? A. Yes.

Q. Was that at the request of Schwartz and/or Sammartino? **[204]** A. The committee, and talking to Schwartz and Sammartino.

Q. But it is fair to say that Schwartz and Sammartino took the position that you guys ought to get back on pending the outcome? A. That's right.

Q. What explanation did you offer during that time as to the meaning of those receipts and registration cards? A. I told them I paid what was written on that card and the registration card, I have no control over what the man writes on it. I only put down my name, the company I work for and maybe my home address or company address.

* * * * *

[205] Q. After that morning and before the hearing day did you talk to any officer of 377 about your case? A. Yes, I did.

Q. Who? A. John Angelo.

Q. What did you say to him and what did he say to you? A. I asked him what could be done about our case. He said I had nothing to worry about.

Q. Did you request that he take certain steps? **[206]** A. Yes, I did.

Q. What steps? A. I asked if we could have a lawyer present with us and he told me at that time that lawyers are not welcomed in the hearing at Detroit. I also asked that the lawyer for the Teamsters go with us

and he said there was no need for this. We also asked him about going to the operator of the motel to see what we could do there, and he said it was a waste of time and money.

Q. What did you ask him to do with respect to the motel? A. We asked him if there was some way of investigating it.

Q. What were his words as closely as you can remember? A. There was no need for it.

Q. Did he say why there was no need? A. He said we didn't have anything to worry about, we would be back to work.

* * * * *

[207] Q. Where was this hearing held? A. In Detroit.

Q. Do you remember where? Was it some hotel? A. I think it was the Pick Hotel or some such place as that.

Q. Now, what was the setup when you came into that room? A. We come in and we waited as other cases were being heard and they finally come out and told us we are ready to go in for our hearing.

Q. Who went in? A. All the gentlemen who were there that went up, all the drivers and John Angelo and Abe Schwartz.

Q. Who were your judges? A. On the Panel?

Q. Yes. A. I don't know.

Q. Well, were they introduced? A. Yes, I believe they were.

Q. How were they identified? A. I couldn't recall at this time how they were identified.

Q. Weren't some of them identified— A. Some were company men.

[208] Q. Who were the others? A. Union representatives.

Q. Of which unions? A. I don't know which unions.

Q. They were representatives of other local unions? A. Yes.

Q. And there was an equal number of company guys and union guys? A. Yes.

Q. On the Panel? A. Yes, that's what we were told, yes.

* * * * *

[209] Q. Did Anchor present any documentary evidence to that Panel? A. The same evidence that was presented at Youngstown.

Q. Tell us what that was again. A. The motel receipt, registration card and a letter, one or two letters by the owner, Repucci or whatever his name was.

Q. Did members of the Panel examine him about that information, to your recollection; ask him questions? A. I don't know if they asked him any questions or not. He just presented his evidence.

Q. Then who spoke up for you first? A. Mr. Angelo.

[210] Q. Tell us as closely as you can remember what words he spoke to the Panel. A. We told him we had a bona fide receipt, that we didn't take any money or anything. The conversation was not very long.

Q. How long did he speak? A. Ten minutes.

Q. Did Schwartz speak? A. No.

Q. Then each of the men who wanted to give their version did so? A. Yes.

* * * * *

[211] Q. So you said to the Panel, "I in fact paid the money that appears on the receipt"? A. That's right.

Q. Did you say anything to the Panel about the registration card? A. Only that I had signed it, put my name and address and the company I work for on it.

Q. Did you offer to the Panel an explanation as to why the sums on the registration card should be different than those on the receipts? A. No, I did not.

Q. Did you have an opportunity to say all that you had to say that day? A. Yes.

* * * * *

Q. There was another meeting in Detroit? A. Yes.

* * * * *

Q. And was that meeting at the same hotel, the Pick Shelby where the first meeting was held? A. Yes.

Q. And the setup was the same, there was a Panel with equal representatives of the employers and equal representatives of the union? A. Yes.

Q. Was it the same person? A. I couldn't say if it was or not.

Q. What happened? Who spoke first? A. I believe this time John Angelo spoke first.

Q. What did he say? A. We had a deposition from New York, from the motel owner.

Q. Repucci? A. Yes. And Mr. Angelo read from that, and Mr. Dan Sandy objected and said it was not new evidence, it was old evidence. He said it's been heard before, and he said it had not been heard before.

Q. What else did Angelo say? A. I don't remember exact words. I don't think he said much more than reading.

Q. He wound up by saying, "Give them back their jobs," didn't he? A. He might have, yes.

Q. Then did you speak? A. I don't recall if I did or not. I don't think so.

Q. Did any of the men who had been discharged speak? A. I can't recall if they did or not.

Q. Were you prevented from speaking? A. No.

Q. When was that deposition taken? A. I don't have the date it was taken.

Q. To your knowledge, was it taken after the first hearing? A. Yes.

Q. After that hearing what happened? You got a decision? A. After the second hearing?

Q. Yes. A. Yes.

Q. And what was the content of that decision? A. We were not entitled to a new hearing.

* * * * *

[212] A. The working conditions at Anchor Motor Freight never got better, they got worse.

Q. Give me a specific instance. A. Changing of the dispatch whenever they so desired. Harassment if you came in off a trip, if you booked off sick, that you were to go get a doctor's certificate from your own doctor that you were sick. There was no allowable time that you could be off sick. 24 hours or nothing. If you were going home sick you had to bring back a doctor's certificate.

Q. You claim that conduct breached your labor agreement? A. Yes.

Q. It is not that the agreement just wasn't good enough, **[213]** it was just an out and out breach of the agreement? A. Yes.

Q. Did you file grievances? A. Yes.

Q. You? A. Yes.

Q. Tell us the nature of your specific grievances. A. Coming in on the dispatch, they would change it whenever they so desired. They would tell you that they had no seven carloads there for you to run, and they would say I only have a six carload or a five carload and yet the dispatcher would never even leave that window. The

next man up, he would have a seven car load for him such as this is what I am talking about.

* * * * *

[214] Q. As far as the hearing itself you got to say everything you wanted to say on that second time around? A. Yes.

Q. And on that day there was nothing unfair about the procedures at that meeting? A. No.

Q. At that second hearing what should Angelo have done that he didn't do? A. What should he have done?

Q. Yes, that he didn't do. A. He should have investigated it.

Q. He presented the Repucci deposition? A. Yes.

Q. Then he argued that this shows that you guys did in fact pay the money that appears on the receipts? A. That's correct.

Q. That is the way he argued it? A. Yes.

* * * * *

[215] Q. But you are not claiming that they consciously did you in knowing you were innocent? A. No, I can't say they did.

Q. You don't claim that the International Union somehow got together with the company and did you in, do you? A. I can't say specifics that they got together and said, "We are going to put him under," but there were **[216]** meetings between the company and the union and there was no representation with the men there.

We were getting no representation from the local all this time.

Q. What you are saying is that Anchor and the International Union had meetings about your case? A. Not the International, the local union.

* * * * *

[217] Q. Was the request for the election, was this a request made by the membership at that meeting? A. Yes, it was.

Q. And Angelo chaired the meeting? A. Yes, he was in charge of the meeting.

[218] Q. And he entertained that motion? A. Not right away he didn't, no.

Q. But he did ultimately, I assume, before the meeting was over? A. The men threatened to walk out if they didn't get some type of election.

Q. So he permitted it then upon that threat? A. Yes.

Q. And two men were elected? A. Yes.

Q. You were officially at that time recognized as committee man for the local? A. Yes.

Q. As committeeman was part of your responsibility to accept and entertain grievances? A. Yes.

Q. If men brought them to you? A. If the steward was not available.

Q. Did you have any problem with reaching any of the officers of the union while you served as committeeman? A. Yes.

Q. Who did you try to reach? A. John Angelo many times, Abe Schwartz. They were either on vacation or couldn't be reached.

* * * * *

[219] Q. Was there any discussion with the union how your case would be presented? A. Just that John Angelo told us we had no worries at all, to let him take care of it.

Q. Did he ask you to be there if you wanted to be there? A. Yes.

Q. You did say that you asked him whether a lawyer should be present or not? **[220]** A. Yes.

Q. And he told you that it was not customary to have lawyers there? What did he tell you? A. He said the Panel does not like to have a lawyer there, they have no say-so.

Q. Did you insist on bringing your own lawyer? A. We didn't insist upon it, no, on his advice that they couldn't say anything anyway.

Q. So then you didn't ask them to bring your own lawyer? A. We asked him about the lawyer for the union.

Q. What did he say to that? A. He said it wouldn't be any good, we didn't have to worry about anything.

Q. Did you insist that he bring a lawyer from the union? Did you accept it? A. We took it as his advice of knowing what was going on.

Q. Then, as I understand it, you testified you attended a hearing and everybody wanted to go, and anybody who wanted to say anything in his own behalf was given a right to do that, is that right? A. Yes.

Q. As far as you know, were there any rules that stopped either you or your representatives from questioning Mr. Sandy who presented evidence on behalf of the company? A. No.

[221] Q. You could have done that as you so desired? A. Yes.

Q. You advised the Panel of your personal position in the matter, did you? Did you make a statement to the Panel? A. Yes, saying what took place as far as what I paid for the room and I had nothing to do with the card that the motel owner kept to himself.

Q. Then as of that time you did not have the deposition which you later acquired? A. Yes.

Q. From the hotel owner, right? A. Yes.

Q. So the evidence that went before the Panel was your disclaimer of doing anything wrong, right? A. Yes.

Q. And the Company's evidence of a receipt, your registration and a letter from the owner, right, together with the testimony from Mr. Sandy? A. On Mr. Angelo's advice that is what—

Q. I am trying to summarize the evidence that was introduced to the Panel. There was only one witness on behalf of the company? A. Mr. Sandy was the one that spoke for the company.

Q. Just he alone, he brought no other witnesses? A. No other witnesses, no.

[222] Q. And how many witnesses testified in your behalf? A. Maybe two-thirds of the men had something to say.

Q. Two-thirds of the men that were present, two-thirds of the 11, about as many as eight or nine of them testified? A. I don't think all 11 were there, so I would say about seven maybe.

Q. About seven testified and all of them said that they had not done anything wrong? A. Thats' right.

Q. And all of them attempted to contradict what Mr. Sandy had testified to, is that right? A. Yes.

Q. And Mr. Angelo made the assertion that the company had not proved its case, and that it was the obligation of the Panel to reinstate you? A. Yes.

Q. He did make that assertion? He did make that demand upon the Panel? A. Yes.

Q. And then later you received notice that the Panel upheld the company's position? A. Yes.

Q. Now, at that hearing—and I am now referring to the complete picture of what you are contending—was there **[223]** anything that Local 377 did in the way of using false information in order to get the result that was obtained? Did Local 377 present any false information? A. No.

Q. Do you know of anything that Local 377 or a representative of Local 377 did together with the company which would lead you to conclude that Local 377 conspired with the company to have you discharged? A. No, not that they conspired to have me discharged.

Q. You don't know of anything? A. No.

Q. Is there anything in the contract, any rights that you were guaranteed in the contract, procedural rights in connection with the processing of your discharge grievance that was not followed by the union? A. I don't have the by-laws of the union. I didn't have one of those.

Q. Let me ask you, do you know of any facts which would support this statement that Local 377 failed to accord you a proper representation because it failed to follow the contractual grievance procedure? Do you know of anything that they did that was inconsistent with the contractual grievance procedure? A. No, just that they didn't do anything, as far as trying to find out the facts.

[224] Q. Isn't that the real basis of your complaint, that they didn't investigate this enough? A. Yes.

Q. You think that if they had done a better detective job they would have been able to disprove the evidence that the company had presented, is that it? A. They might have, yes.

Q. Let's talk about that for a moment. You did hire an attorney? A. Yes.

Q. Didn't you in connection with these proceedings hire an attorney? A. Yes.

Q. And the attorney you testified took a deposition, is this what it is, or is it an affidavit? Do you know? A. I'm not sure.

Q. Anyway it is a statement under oath that he obtained from the owner of the motel? A. Yes.

Q. Did he obtain any other evidence for you? A. No.

Q. The only evidence that you had for the second hearing that you didn't have at the first hearing was an affidavit of the owner of the motel and this is the same person who had written a letter on which the company relied at the first **[225]** hearing, is that right? Did the attorney appear with you at the second hearing? A. Yes, he did.

Q. Did he speak at the second hearing? A. No.

Q. Did he ask for an opportunity to speak at the second hearing? A. He was told before he went in that he could not speak.

Q. Did he come into the room while the hearing was conducted? A. Yes.

Q. Did he offer any evidence to the union to present? A. He was not allowed to do anything. He could just sit, he was told, and listen.

Q. Did he talk to the union representative before he went in the hearing? A. Yes.

Q. Did he talk to John Angelo? A. Yes. I don't know what the conversation was.

Q. Do you know what information he gave to John Angelo? A. No, I don't.

Q. Do you know whether John Angelo followed the instructions that were given to him by your attorney? A. I don't know of any instructions that were given to him.

[226] Q. You don't know if your attorney instructed him? A. No.

Q. How did John Angelo obtain the documents that your lawyer obtained from the owner of the motel? A. The lawyer must have given it to him.

Q. Did he give it to him prior to the hearing? A. I don't know. He might have.

* * * * *

[227] Q. Your petition says that you were not given proper notice with respect to the hearing. Were you advised of a hearing in time to be present? A. The first hearing?

Q. Yes. A. Yes.

Q. And were you advised of the second hearing in sufficient time to be present at the hearing? A. No, official notice was given, no.

[228] Q. No notice at all? A. No written notice. It was just verbal.

Q. You were given verbal notice by whom, by officers of Local 377? A. Yes, by Abe Schwartz.

* * * * *

Deposition Testimony of John J. Angelo

* * * * *

[229] Q. All right, Mr. Angelo, do I understand correctly that you have been unable to locate any of the records or documents requested in the notice? A. If they are not here, I must have not got them.

Q. You looked every place that you could reasonably look to find them? A. That's right, that's right.

* * * * *

[230] Q. Do you know how the Local rider was negotiated, the one that was in effect when you took over? A. No, I don't. I took the contract that was signed and the rider.

* * * * *

[231] Q. When you took over jurisdiction of the Anchor terminal at Lordstown, did you submit the Local rider which you had taken over from the Cleveland Local for ratification? A. It was a signed document. I as-

sumed that it was [232] already okayed. We have to take over the obligation of the signed contract. That's the bible. We live up to it good, bad, or indifferent.

Q. What bible provides that? A. The contract that was signed by both the Company and the Union and the rider.

Q. Do you have any records pertaining to the transfer of jurisdiction from the Cleveland Local to 377? A. No, sir.

Q. Did you ever have any complaints from the employees at the Anchor Terminal about the Local rider that you had taken over? A. Many, many.

Q. Many? A. Sure.

Q. Were they both oral and written? A. Could be, mostly oral.

Q. Do you have any written complaints? A. I don't have any.

Q. All right. What did you do upon receiving complaints about that document? A. Tried the best I could. I tried to satisfy the men and I tried to get the Company to go along and change it to their desire but that's the contract.

Q. What did you do to try to get the Company to change [233] it? A. Talking to them.

Q. Who did you talk to? A. I talked to the Company.

Q. Who at the Company? A. Well, I don't know. I talked to whoever was in charge. I talked to this gentleman many a times, I talked to other guys many a times.

Q. When you say "this gentleman" who are you referring to? A. Sandy.

Q. You talked to him about changing the contract? A. Well, whatever the complaint was, whatever the complaint was we are always trying to change it if we can

but the Company sticks to their guns and says that's it, the same as we. Whatever the contract is we got to live by it.

* * * * *

[234] Q. Do you recall the names of any of the workers who had been discharged whom you got their jobs back for? A. No, sir. If I would see them I could tell you.

* * * * *

[235] Q. Did the Company go first? A. I don't remember whether they went first or whether they went second but, regardless, we both had our day in court.

Q. Who spoke for the Company? A. I think Mr. Sandy. Now, I am not sure. He might have spoke for them.

Q. Do you remember what he said? A. No.

Q. Did he have any evidence beside his own argument? A. Whatever evidence or whatever argumentative points he had at the time, he presented the same as I did.

Q. You don't remember what he had? A. No, no.

Q. What did you say? A. Well, I said whatever the members that were involved told me to say, and not only that but gave each and every one of them an opportunity to talk before the committee, and then I even asked them, "Now, is there anything else that I left out? Is there anything else that you told me that I didn't say? Is there anything that you want to say?" And they were satisfied that that was all done.

* * * * *

[236] Q. Do you recall what their stories were? A. That they were right and the Company was wrong, whatever it was.

[237] Q. Do you remember why they said they were right and the Company was wrong? A. Well, they said that they had receipts and that, or something like that; I don't know what it was, something on that order.

Q. Did you meet with these men before going to Detroit? A. Yes, sure. They have called me independently. They have come down there in groups.

Q. How many times did you meet with them? A. Oh, I don't know, I don't know. Whenever they called me, if I was available, I would be there. Sometimes they talked to him (indicating Abraham Schwartz) if I wasn't there, or vice versa, you know.

Q. Do you remember what they said in any of these conversations? A. Just that they were fired, they were fired and they was right and the Company was wrong.

Q. Is that all you remember from those conversations? A. Well, whatever it was, I mean it is in that line. It is not the idea what they said word by word but it was always that they was right and the Company was wrong.

* * * * *

[238] Q. Do you remember what you told them? A. Anything that I told them, I told them that I didn't think that the men were fired justly and I think that they should go back to work, keep working, not go back but keep working, and did everything to try to keep the fellows on there and try to get whatever charges they had against them off, dropped off.

* * * * *

[239] Q. You don't remember what they said, though, in addition to what you have already told me? A. Just that they were innocent and the Company was wrong.

Q. That's all you recall now? A. Well, when I say that, yes.

Q. All right. A. It is in their words, whatever they said.

Q. Do you recall about what you said? A. The only thing I recall is whatever they told me to say, that's what I said. Whatever they told me that they did or didn't do, that's exactly it. They are the ones that told me what to say and I said exactly what they told me to say.

Q. Did you have discussions with them about preparation and investigation for the handling of the case? A. The only thing that I can tell anybody if he come today, I would tell them, "Look, just make sure that you are **[240]** telling me the truth, just make sure that you have everything so that nobody can counteract what you are saying or doing or done."

Q. Do you recall saying that at the time? A. I may have told them, sure, "Just tell the truth."

Q. You might have? You don't know? A. I always tell them to tell me the truth; in that way I would know how to handle a case better.

Q. Do you recall anything else you might have told them? A. Well, I know that I must have told them but anything else, I might have told them a lot of other things, I don't know.

* * * * *

Q. Do you remember any of the substance of any other things you told them? A. All I know is that I wanted to get these fellows back to work and whatever I told them or whatever I told the committee, the Joint Committee, was in their behalf. I told them exactly what evidence they give me or whatever they give me, whatever they told me, I told the Board, and even after I got through with presenting the case, **[241]** I asked them all, "Now, is there anything that I left out? Did I do exactly what you wanted me to do? Is there anything

that you want to add? Is there anything you want to say in your behalf?" and we got the Board to let them hear whatever they had to say or anything.

* * * * *

[242] Q. When the representative of the Company spoke at Detroit, did anyone ask him questions or cross examine him? A. We was both asked questions. Some of the committee I imagine asked questions. They always ask questions on both sides, the employer's group and the Union group.

Q. Did you have a right to ask the Company representative questions? A. Oh, yes.

Q. Did you ask him questions? A. I think I did.

* * * * *

[243] A. But I do recall that we did have another hearing.

Q. Was this in Detroit, too? A. Yes.

Q. Did you go to Detroit? A. Yes, sir.

Q. Who else went to Detroit? **[244]** A. Well, there you go again, the same. There was committeemen, there was guys that was discharged, I think Mr. Abraham was there—Mr. Schwartz.

Q. What happened this second time in Detroit? A. Well, there again we had—I think they hired an attorney at that time. I think they had one at that time. I don't remember. But I know that they presented me—I am pretty sure now that they had some attorney and I don't recall whether the attorney was there or not, but I know that I had a document, what do you call them, like is in book forms? They give me something that their attorney had.

Q. Uh-huh. A. And once again I did the same thing that they told me. Whatever was in the book, whatever

they wanted me to present, I did it. And then when I got through I asked the man the same thing. I said, "Now, is there anything that I left out? Is there anything that you forgot to tell me that you want me to tell them? Go ahead and do it." Each and every one of them. They was all satisfied that I presented the case perfect for them.

* * * * *

[245] Q. Is it difficult to find a job for a man that's been **[246]** discharged for dishonesty? A. We don't tell the other employers, hell, no. We get him a job. We get him a job.

Q. You don't tell the other employers? A. No. If they want men, we tell them, "Here is a good man, damn good man." We don't tell them.

Q. You tell the men not to put that down in their application? A. I don't tell them nothing. Whatever they put on the application is their business. I don't tell them nothing. If they come to me and ask me if I have any work, if I have it I send them out. I don't want their troubles and they don't want mine.

Q. Did the employers ever ask you where the men worked before? A. Not necessarily because they call up, they want a man, and so I send him out. He does his own dickering. He gets his own. You know, we tell him there is a job over there, they want a driver for 8:00 o'clock in the morning or 6:00 o'clock in the morning. "Do you want to go?" If they say yes, go ahead, whatever he does from then on is his business.

Q. Do you find that men who are honest in revealing **[247]** they have been discharged for dishonesty have trouble getting another job? A. Well, that's a hard question to answer.

Q. In your 38 years of experience this has arisen before, hasn't it? A. It has arisen but they are still working. If we don't find them one place they find another, some time more so and some time not. You know, sometimes the employer don't check where he worked last, don't know what the guy's record is. I am sure I am not going to tell him.

Q. What if they ask you? A. I don't know. What do I know? He ain't working there, I don't know.

Q. And you do this to help your men? A. All the time, whether you believe me or not or whether they believe me or not.

* * * * *

[248] Q. Have you ever been given any gifts either in money or goods by the Anchor Motor Freight or any of its officers or employees? A. No, sir, none that I know of.

Q. Has Anchor Motor Freight or any of its officers or employees ever made any loans to you? A. No, sir.

Q. Have they ever made any loan of goods? A. No, sir.

Q. Tangible objects? A. Not that I can remember.

Q. Has the Anchor Motor Freight or any of its officers or employees granted you any personal favors? A. Not that I know of.

Q. Have you ever been given the use of an automobile owned by the Anchor Motor Freight Company? A. What do you mean by that?

Q. Exactly what the question says. A. What? What do you mean? I don't understand. I don't understand what you mean.

Mr. Schwartz: Would you read **[249]** the question, please?

(Question read.)

A. What do you mean by that, have I ever been given? They give you nothing. What do they give you? What do you mean by that? What are you trying to drive at?

Q. Has anyone connected with the Anchor Motor Freight Company ever permitted you to use a car owned by that Company? A. Can we have a couple minutes' recess?

Q. No, not right now.

Answer that question. A. I don't know what you mean.

Q. Have you ever driven a car owned by the Anchor Motor Freight Company? A. I don't know what you mean.

Q. Have you ever driven a car? A. I don't know what you mean.

Q. Owned by Anchor Motor Freight? A. I don't know what you mean.

Q. That's a pretty straightforward question. It is unambiguous. A. I don't know what you mean. If I did I'd give you an answer. I don't know what you mean.

Q. That's a pretty straightforward, unambiguous question, Mr. Angelo, and it is very simple to answer that yes or no.

[250] Mr. Green: The characterization of your questioning I think is objectionable.

Q. What is it in the question, Mr. Angelo, that you don't understand or what words do you not understand? A. I don't understand what you are talking about.

Q. You know what an automobile is?

You know what an automobile is. There is nothing that you don't understand about the word automobile? A. I don't understand what you are talking about, sir.

Q. All right. Do you understand what I am referring to, Mr. Angelo? Look at me and not your counsel

now. A. Don't tell me where to look. Ask me the question.

Q. I am asking you the question. A. Don't tell me where to look at, Bud. I am not telling you where to look.

Q. All right. A. And don't be accusing me, either.

Q. I am seeking information. A. I told you I don't know, I don't understand your question.

Q. You don't understand? I am trying to work it through with you to try to explain. All right? Now, do you have any difficulty understanding the concept of automobile? A. I don't understand what your question is.

[251] Q. Do you know what I mean when I refer to Anchor Motor Freight? A. I don't understand what your question is.

Q. What would you like me to explain? A. Whatever you want. I don't understand your question.

Q. You don't understand any word in the question? A. I don't understand your question.

Q. Have you ever borrowed a car from anyone else? A. I don't understand your question.

Q. Have you ever borrowed a car from a friend or a relative? A. I don't know. I don't understand your question.

Q. You have children, Mr. Angelo? A. Yes, sir. Do you?

Q. Yes. A. So do I.

Q. How old are your children? A. What's my children got to do with this?

What are you getting into my personal business for?

Q. How old are your children?

My responsibility is to ask the questions and yours is to answer.

Are your children adults now? A. Yes.

Q. Do any of them own cars? **[252]** A. No.

Q. Does your wife own a car? A. Yes, sir.

Q. Has she ever permitted you to drive it? A. Yes, sir.

Q. All right. Does Anchor Motor Freight own any automobiles? A. I don't know. Ask them.

Q. Does Anchor Motor Freight have control of any automobiles? A. I don't know. You will have to ask them.

Q. Has any officer or employee of Anchor Motor Freight ever permitted you to drive a car that is in their control? A. I don't understand your question.

Mr. Green: May we have a recess?

Mr. Schwartz: A short one.

Mr. Abraham Schwartz: It is lunchtime. I'm hungry.

Mr. Schwartz: Let the record show that Mr. Angelo is conferring with his counsel.

Mr. Green: And let the record show that I have asked for a recess and counsel refused to grant it, and I also say that we are going to take a recess without permission of **[253]** counsel.

The Witness: And I got to take a leak so I am going to go out.

Mr. Abraham Schwartz: Put that on the record.

The Witness: Yes, put it on the record.

Mr. Schwartz: The deposition is de facto recessed, Mr. Reporter.

The Witness: Is what? What does that mean? Would you ask me the same question again, sir? No, no kidding.

Mr. Schwartz: Off the record.

(Discussion off the record and recess had.)

By Mr. Schwartz:

Q. Let me repeat the question that we recessed with and the question is: Have you ever been permitted to use an automobile owned or under the control of Anchor Motor Freight? A. Well, one night Abe and I went out there, one day we went out there on a grievance. I rode with Abe Schwartz and the meeting or the grievance hearing lasted **[254]** longer than we thought, and Mr. Schwartz had another meeting in Youngstown and, well, we had a lot more grievances to go through and it was later than we thought and Schwartz had to go.

We asked them if they could see that I get a ride back into Youngstown because they are out in the wilderness. I don't know if you know where Anchor Motor Freight barn is.

And they says, "Yes, we will see that you get a ride back." So Schwartz left and we kept on with the grievances.

So he says—well, I don't know what it was at that time, it was something that they wanted, they couldn't take me down, they said, "But take this car and bring it back tomorrow. Okay?"

So I drove off and as I am going up Oakhill Avenue, somebody pulled out of a street and wrecks me, wrecks this car. I am lucky that I am here today and I am lucky that they didn't turn me over.

So I called the Company and they said to get it fixed, so I got it fixed. When I got it fixed, when they were through fixing it, they didn't fix it on the spur of the moment—when they got through fixing it, I brought it back to the Company.

Now, if that's what you call if they ever give me **[255]** anything, if you call that giving you something, then—but I don't think it is. They agreed to see that I got back into my office where my car was and they

couldn't make it so they told me what to do and that was the unfortunate thing that happened.

Q. Who was it from the Company that permitted you to use that car? A. Well, who was it? Whoever was in charge there. I don't know who it was.

Q. You don't recall? A. It might have been Babich or somebody. I don't know.

Q. When you say Babich, who are you talking about? A. He is—what do you call him, the manager down there? I don't know. The guy that is in charge there.

Q. He is in charge of the Lordstown Terminal? A. As far as I know.

Q. What is his first name? A. Gene.

Q. Where did you have that car fixed? A. I had that car fixed at the auto body shop on Himrod Avenue.

Q. What year was that, do you know? A. No, I don't know.

Q. Do you have any records of that accident or of **[256]** the car being fixed? A. No, I don't know, but I had it fixed there and I think the insurance people paid for it because we do carry insurance on our cars and it automatically goes over on whatever car I drive.

Q. What insurance company is that? A. I don't know what the name of that insurance company was that hit me that paid for it. I don't know. It was in Campbell, Ohio, is where the guy lived and he had a guy down there and I talked to their insurance company.

They told me to get it repaired and he would pay for it.

Q. Did the police come out at the time of this accident? A. I don't recall. It was an old fellow that hit me. I don't think he could speak very good English. I don't recall, I tell you the truth.

Q. Did the accident take place in the City of Youngstown? A. Yes, on Oakhill Avenue, yes. He was going up Oakhill Avenue. This was in the evening some time.

Q. Do you recall what kind of car that was? A. Chevy.

Q. A Chevy? A. Yes.

[257] Q. What is your wife's name again? A. Elizabeth.

Q. Is she known as Betty? A. Betty, yes, yes, short for Elizabeth.

Q. Do you know any other Betty Angelo besides your wife? A. I don't think so.

Q. I believe you testified earlier you lived at one time on Raccoon Road. A. Yes.

Q. Have you ever been involved in any automobile transactions, buying or selling, with Mr. Babich? A. I think at one time in Detroit there was an outfit over there, in fact, and I gave him a check to buy a car for me.

Q. You gave who a check to buy a car for you? A. I don't know whether it was Babich or one of his fellows.

Q. Why did you give him a check to buy a car for you? A. Well, I asked him if there was a car over there that we could get at this dealer and he bought it for me. He told me what the price was and I give it to him.

Q. Why did you go through him rather than buy it yourself? A. To get—well, you shop around for bargains.

[258] Q. Do you have that canceled check? A. I might just have it on me unless I give it to my attorney, I don't know. I may have it. I happen to have it.

* * * * *

[259] (A recess was had.)

(A copy of a check was marked, for identification, as Plaintiffs' Exhibit No. 2.)

Q. All right, Mr. Angelo, I am handing you what has been marked as Plaintiffs' Exhibit 2, is that an accurate copy of the check which you described just before we recessed? A. Yes, sir. There is one more thing I wanted to add.

Q. All right. A. That that was no bargain that that guy told me I was going to get. I could have got it cheaper here. Not only that, there was something else. He said he spent, I forgot what it was, 10 or 20 dollars more than I give him, in cash. I said, "Don't do me no more favors." But it wasn't no bargain.

Q. Who was it you gave the $20 more to? A. To Babich. Now, I don't remember what it was but there was some money I had to give him because the check wasn't enough. So it was no bargain, that's what I wanted to do for the record.

* * * * *

Q. Never been a defendant in any criminal case?

Mr. Green: Object.

Q. He has objected for the record. Go ahead. A. I don't understand you.

Q. Have you ever been charged with any crime? A. I don't know what he means. I don't know if he means this other thing or this. I don't know. Personally, no, outside of this here other thing. I don't know what you mean. I have been indicted.

Q. All right. A. But I mean it isn't personal, it is Union, personal but still—

Q. It is in connection with your function as a Union officer? A. Oh, yes.

Q. What have you been indicted for? A. I don't know. Ask them. I ain't done nothing. What the hell do I know.

Q. How many times have you been indicted?

Mr. Green: Object. Go ahead and answer.

A. I'll tell you the truth. So confused I don't know myself. Ask my attorney, what the hell.

Mr. Schwartz: Would you like to clarify the record on that point?

Mr. Green: I object to the question. I don't think it is relevant and I think it is improper.

Mr. Schwartz: I concede it is not a question the answer to which is admissible but it may lead to relevant evidence and, therefore, under the Federal Rules it is a proper discovery question.

Mr. Green: For the record, he pled no contest to second degree rioting in the Common Pleas Court in Youngstown, Ohio, arising out of an incident involving FASH. He is currently under indictment.

Mr. Schwartz: Would you like to furnish this information subsequently?

Mr. Green: I think you will find it is a matter of public record. It is up here. I am not his counsel in the matter so I am not familiar with it, but I am saying the things I am referring to are matters of public record. The indictments are established and I am sure the counts of the indictment can be found here in the court.

Mr. Schwartz: He has been indicted in the Federal Court for the Northern District of Ohio in Cleveland?

Mr. Green: Right.

Mr. Schwartz: Any other indictments that you are aware of?

Mr. Green: No.

* * * * *

[260] Q. Did you get together with the Company and say, "Hey, we are going into the tank on this one,

we will make it look like we are making a good fight but we ain't going to make much of a fight because we don't like these guys"? A. Any time we talked to the Company, we told them to put these folks back to work.

Q. Just try to answer that question directly. A. Hell, no.

Q. All right. Did the Company ever come to you and say, "Come on, let's get together and do these guys in, they are troublemakers, make it look like you are fighting but don't really fight"? Did anybody come to you from Anchor and talk that way? A. If they did I would set them on their can.

* * * * *

Deposition Testimony of Abe Schwartz

* * * * *

[265] Q. At the time you assumed jurisdiction of Lordstown, did Anchor ask for any personnel from the union? A. I really don't recall. They brought a lot of people of their own down.

Q. They brought a lot of their own people from where? A. From where they came.

[266] Q. From Norwood? A. Norwood.

Q. Do you know what percentage of those men had come from Norwood? A. I would say a pretty good percentage. I don't exactly know because at that time we didn't have too many people not working.

Q. Do you recall how many of those drivers would have been from Norwood? A. No.

Q. You don't recall? A. I don't think I could recall.

Q. You don't recall even approximately how many were from Norwood? A. I would say around a hundred.

Q. There were a hundred altogether? A. Well, that's rough.

Q. You recall a hundred altogether? A. I would say so. Most of them were from there.

Q. From Norwood? A. Yes, from Norwood.

Q. More than 75 percent? A. If there was a hundred there, I would say 75 percent or better.

* * * * *

[267] Q. What did you do with them when you got them? A. We had hearings on a local level.

* * * * *

[268] Q. My question is: Does Local 377 have any of the documents asked for in Items 1 through 13 of the notice? A. Well, personally, I don't know whether we have or not.

Q. If Mr. Angelo testified that you did not, you would not be in a position to correct this? A. I wouldn't, for the simple reason that I didn't look myself.

Q. And he would know better than you would whether those documents were available? A. That's right. He handled the office.

* * * * *

[269] Q. Do you have the responsibility for all of the shops in the 377 area, or are you assigned different duties? A. We've got nine agents and each one handles a certain amount of shops.

Q. Is the Anchor Motor Freight at Lordstown terminal one of your shops? A. It was at one time.

Q. Was anybody else assigned to that shop at that time? A. Angelo and myself.

* * * * *

[270] Q. Did Mr. Babish specifically complain to you that any of the men were troublemakers? A. No.

Q. You don't recall this? A. I don't recall that any of them were troublemakers.

* * * * *

[271] A. They told me they got fired.

Q. What else did they tell you? A. They told me they got fired for—they said it was on account of the receipts they got from the motel.

Q. What else did they tell you? A. I don't even remember anything else. I know that's what they were fired for.

Q. What did you tell them? A. We had a hearing on it and the company—

Q. No, what did you tell them at the time they came to you and said they had been fired? A. What did I tell them at that time?

Q. Yes. A. I questioned them and they answered my questions and so forth and we had a hearing on it.

Q. What questions did you ask them? A. What did I ask them?

Q. Yes. A. I asked them what happened.

Q. What did they tell you? A. The only thing I know is that they felt they were innocent concerning it. Exactly what they told me, I don't know.

Q. You don't recall? A. Just that they said that they were innocent of what they **[272]** were accused of.

Q. What did you do next? A. We had a hearing with the company.

Q. How did you happen to have a hearing with the company? A. We requested a hearing.

Q. Who requested it? A. Probably Angelo and myself.

Q. Angelo and yourself? A. We requested it.

Q. Do you remember requesting it? A. Yes, yes.

Q. All right. Did you request the hearing orally or in writing? A. I don't remember that.

Q. Do you remember whether it was you or Angelo who, in fact, requested the hearing? A. I don't remember that.

Q. Did you or Angelo go over to Lordstown? A. Yes.

Q. Did you both go? A. Yes.

Q. Did you go to Lordstown together? A. Yes.

Q. What did you do when you got there? A. We had a hearing with all the men and the steward, the **[273]** committee and the company.

Q. Was the hearing held immediately after it was requested? A. I don't think there was much delay.

Q. Where was the hearing held? A. Anchor Motor Freight's Conference Room.

Q. Who was present at that hearing? A. Babish and Sandy, that I'm sure of, outside of our own committee.

Q. Who was on the committee at that time? A. I don't remember.

Q. The only persons you specifically remember being there are Sandy and Babish? A. Yes.

Q. And you were there? A. Yes.

Q. Was Angelo there? A. Yes.

Q. Who was the first person who talked? A. I don't know who started the conversation.

Q. All right. Do you remember what anybody said? A. Well, we discussed the case—the firing.

Q. Did you talk? A. I probably did.

Q. But you don't recall? A. I probably talked, but I don't exactly know the words I **[274]** said.

Q. You probably talked, but you don't remember having talked? A. I talked.

Q. Do you recall what you said? A. No.

Q. Do you recall what anybody else said? A. You see, you asked me questions and there's only one way I can answer you. When we go into these hearings, we go in there to defend a man, and, naturally, we are going to argue the points one by one, and case by case. Now,

to remember what was said, who said it, you are talking about something four years go and it's hard to remember all the particulars. We carried this grievance to Chicago and Detroit and I even got an extra hearing for them and that's all. I just don't remember more about it.

Q. Now we are talking about the local hearing. You say you argued the case. A. Right.

Q. What was your argument? A. We argued that they were innocent.

* * * * *

[275] Q. Did the company present any evidence to you? A. They did bring up some evidence.

Q. What evidence? A. They brought up evidence that they were doubling up in the rooms or, that is, that they were marking receipts wrong.

Q. What was their evidence that they had? Did they have documentary evidence that they showed you? A. They had something from the clerk. The clerk told them they both stayed in a room and they charged for singles.

Q. Did they show you the evidence? A. Yes, they had these.

Q. Who made the defense? A. Angelo and I.

Q. What was your basis for arguing the men are innocent? A. We always go on that basis that the men are innocent. That's our job.

Q. Did you have any evidence showing that they were innocent that you presented to the company? A. No.

[276] Q. Did you do anything between the local hearing and the Detroit hearing to prepare for the Detroit hearing? A. Yes, we told every man to be there and to state their case in case they thought we didn't present it in the right manner, or anything, to present it themselves, and if we forgot anything, we told them to speak up.

Q. What else did you do, if anything, to prepare for the Detroit hearing? A. There was nothing else to prepare.

* * * * *

[277] Q. What happened when you got to Detroit? A. What happened?

Q. Yes. A. We had the hearing.

Q. Where was the hearing held? A. See, I forget names. This is at one of the hotels. At the hotel.

Q. Who was present at the hearing? A. Anchor, and there was the union group, the committee that sits down and listens to the cases.

Q. Do you recall who spoke first at the hearing? A. No, I don't.

Q. Do you recall speaking first at the hearing? A. No, I didn't speak at the hearing. John spoke at the hearing.

[278] Q. Do you recall what John said? A. No, I don't.

Q. Do you recall anybody else who spoke at the hearing? A. Some of the men that were involved.

Q. Do you recall what they said? A. No, I don't.

Q. Did anybody from Anchor speak? A. Anchor Motor Freight?

Q. Yes. A. Yes.

Q. Who? A. Sandy.

Q. Do you recall what Sandy said? A. I can't recall.

Q. Did anybody on the panel say anything? A. Well, they asked questions to our people and also to the company.

Q. Do you recall what any of the questions were? A. No.

Q. Do you recall any of the answers to the questions? A. No.

Q. What happened after everybody spoke who was speaking at that session? A. We left.

Q. You left? Did you get a decision that day? [279] A. I don't think we got a decision that day. We got it in a few days.

Q. What was the decision? A. That the company was upheld.

* * * * *

Q. What kind of an investigation did you conduct into the guilt or innocence of the men? A. I just took their word for it that they were innocent.

Q. But you didn't conduct any additional investigation beyond [280] just taking their word for it that they were innocent? A. That's right.

Q. Did you or Mr. Angelo present any evidence to the panel in Detroit? A. They presented it—the men.

Q. What did they present? A. I don't remember exactly what they presented or what they talked about, but I know they all had an opportunity to speak.

Q. Do you know whether or not they had any written evidence that they presented in Detroit? A. I don't remember.

Q. Did you give the men any instructions in the procedure at Detroit and what their rights were under that procedure? A. Yes.

Q. What did you tell them? A. What else is there to tell them outside of there is a committee meeting and you're also going to have a chance to speak and if you think you should bring anything out, bring it up and they won't be barred from speaking their piece.

Q. Did you tell them whether or not they had a right to cross-examine the Anchor people who accused them? A. No, I don't remember that.

Q. Do you know whether or not they had such a right? [281] A. I'd like to question the company. I'd like a right to question them. I don't think so.

Q. You mean you don't think they have a right or you don't think you know? A. I don't think they have a right to question the company.

Q. Did you tell them of any other procedural right they had besides the right to state their case? A. There is no other.

Q. Did you tell them ahead that they had a right to challenge the members of the panel? A. No.

Q. Do they have a right to challenge the members of the panel? A. I don't think so.

Q. Are there rules of procedure under which the panel operated? A. They probably operated under rules of procedure.

Q. Do you have a copy of those rules of procedure? A. No.

Q. Have you ever seen a copy of rules of procedure? A. No.

Q. Did you ever make an effort to get a copy? A. I don't remember. I don't think so.

Q. Did you tell the men they had a right to have a lawyer represent them at the hearing? A. I don't remember if we told them that or not.

[282] Q. In your answer, the answers of Local 377 to the complaint, you admitted the allegations set forth in Paragraphs 1, 2, 3, 4, 5, 6 and 10.

Paragraph 8 alleges that you did not investigate the charges brought against the men and that you made no effort to determine the truth of the said charges and you denied that in your answer.

What effort did you make to investigate those charges? A. That's the same question you asked me before.

Q. And your answer is you simply talked to the men themselves? A. Right.

Q. What happened after you got the results of the hearing in Detroit? A. Well, I wasn't quite satisfied. The men came to me and they thought they weren't dealt with right, so I made a trip to Washington on my own.

Q. Why did you go to Washington? A. I wanted to get a new hearing. They said they had new evidence, so I wanted to get another hearing on the new evidence.

Q. Why did you go to Washington as opposed to New York, San Francisco, Chicago or New Orleans? A. I wanted to see Fitzsimmons.

Q. Who is Fitzsimmons? **[283]** A. General President of the International.

Q. He is located in Washington? A. Yes.

Q. Why did you go to see the president? A. I felt he could help us in getting another hearing for the men.

Q. What made you feel he could so help? A. I was there anyway and I thought I would stop in and I told the men and they said they got new evidence, so I asked Fitzsimmons if he would try to get a new hearing.

Q. When was this when you were in Washington? A. A little while after the case came down from Detroit.

Q. Did you have any other business with Mr. Fitzsimmons? A. No.

• • • • •

[284] Q. Did you go to the second hearing? A. Yes.

Q. Where was that held? A. Detroit.

Q. What did you do to prepare for the second hearing? A. We talked to the men and let them present their new evidence.

Q. When you say, "We," to whom are you referring? A. I was referring to John and I, but I can't recall whether he was at that hearing or not. I don't remember.

Q. Did you go to that hearing? A. Yes.

• • • • •

Q. Who was there at the hearing in Detroit? A. The men were there.

Q. The men were there? A. Yes.

• • • • •

[285] Q. What happened at the second hearing? A. The same thing that happened at the first one. It was turned down.

Q. Did they say why it was turned down? A. They didn't feel they had any new evidence.

• • • • •

Q. Do you recall specifically a man named Lindsay Worley? A. I remember.

Q. Do you remember a man named Graydon Croft? **[286]** A. Yes.

Q. Do you remember them any better than you remember the other nine that were discharged? A. If you bring out the names, I remember. I remember the two you are talking about.

Q. Did Mr. Babish ever talk to you about them? A. No.

Q. Did he ever tell you that he wanted to get rid of Worley? A. No.

Q. Did you ever tell any of the men that Babish told you he wanted to get rid of Worley? A. Never.

Q. Did anybody from Anchor ever tell you that 11 men were fired to get rid of Worley? A. No.

Q. Did you ever tell that to any of the men? A. No.

• • • • •

Deposition Testimony of Daniel Sandy (Vol. I)

* * * * *

[288] Q. When the Norwood terminal closed, were there any provisions in any of the operative labor contracts which granted any rights to the employees who no longer had jobs at Norwood? A. Yes, sir.

Mr. Loeffler: I will object to that question as calling for a legal conclusion.

By Mr. Schwartz:

Q. What provisions—

Mr. Goldfarb: Now I will object, now you are asking for the conclusion.

[289] Mr. Schwartz: Withdraw the question.

By Mr. Schwartz:

Q. What rights were granted to those employees by what contract?

Mr. Goldfarb: Objection. If you know, go ahead and tell him.

A. They were the first ones under the Central Conference Area Supplement Agreement with the Teamsters. They did have rights; there was no such contractual obligation with the machinists. So our obligations were to those who were in the bargaining unit covered by the Teamsters' contract, and we so honored it.

Q. That was under the Central Conference— A. National Master Automobile Transporters Agreement, Central Conference Area Supplement.

Q. It was under the Central Conference Supplement rather than in the national document itself? A. I don't know whether it was covered by the supplement or whether it was carried by the national. There has been some language changes over the last few years. They have been catalogued going from the supplement to the national.

Q. At that time was it in the '64 to '67 contract that we are talking about? A. Was it in the supplement or was it in the **[290]** national? It would have been covered by the supplement.

Q. By the supplement? A. Yes.

Q. Would it have been the '64 to '67 contract? A. It would have been the '64 to '67, and I think the same terminology existed in the '61-64.

Q. Would you tell me what provision accorded those employees job rights of any kind? A. Article 29, Section 4 captioned "New branches, closing of branches, qualifications."

Q. And what was your understanding of what this provision entitled Norwood drivers to do?

Mr. Goldfarb: I'm going to object to the question, the form and the substance. The document will speak for itself. Go ahead and answer.

A. Would you repeat the question?

Mr. Goldfarb: Do you want his understanding?

Mr. Schwartz: What was the company's understanding of what the provisions that he just cited entitled the Norwood employees to do?

A. That those who were on the seniority list in Norwood covered by the agreement would have seniority rights at the Lordstown terminal.

Q. What do you mean by seniority rights? A. That they would have all of the seniority **[291]** rights that are covered by the contract: callbacks, etc., etc.

Q. And their seniority would be continuous from the time they were originally hired at Norwood? A. At Norwood, that is correct. For fringe items, seniority, seniority and seniority.

Q. And would they have hiring preference at Lordstown over new drivers, new employees? A. They would be called in seniority order as the work load became evi-

dent at Lordstown and we needed the people, we would call them from the seniority list that they were on in Norwood.

Q. Prior to hiring new drivers who had not previously been employed by Anchor? A. That is correct.

* * * * *

[292] A. As the terminal was starting to take shape, the Teamsters started to get that gleam in the so-called eye, and we were petitioned by Local I think it was 964 that they were the bargaining agent for the barn and that they wanted to sit down and negotiate a rider, and I did negotiate with 964.

Q. When was this? A. I would say it extended over a period of time **[293]** in 1966. Beginning as the plant started to take shape.

Q. Beginning when in 1966? A. I would February or March.

Q. With whom from 964 did you negotiate? A. A Mr. Joe Bateman, and at a couple of meetings he brought a Mr. McDowell. And at one or two meetings he brought a Mr. Joe Ola.

Q. Now, at the time these negotiations were taking place, how many drivers were employed at the Lordstown terminal? A. There was a screening process going on, because we were sending letters, we were contacting the drivers, telling them that we were going to open as soon as the production started, and making a survey of how many of those had an interest in coming to work at Norwood. And as to the amount, I don't know, because at the time we didn't know the exact date as to when the first car would come off the assembly line, and as today when a new model is started, we don't have any conception. If they start on a new model in September, you don't know whether the cars are going to come out—

or be handed to you, if the opening date is September the 14th, it may well be sometime in October before you get an automobile, depending on the quality, depending upon the distribution. This falls within the logistics **[294]** department of General Motors.

Q. Would you repeat the question, Mr. Reporter.

(The record was read by the Reporter as follows:

"Q. Now, at the time these negotiations were taking place, how many drivers were employed at the Lordstown terminal?") A. Do you mean how many drivers were actually transporting cars from the terminal to the dealers?

Q. That's right. A. When the negotiations first started, we didn't have any cars being distributed, but by the time that the rider was consummated, there were drivers. As to how many, I don't know.

* * * * *

[295] Q. Over how long a period of time did the negotiations take place that resulted in this contract? A. I would say there were between nine to ten meetings with Local 964.

Q. When did those meetings start? A. I would say sometime in February.

Q. When you were petitioned by Local 964, what did you do to determine that 964 was in fact the appropriate entity for you to bargain with? A. With his petition stating that he did have jurisdiction, and we weren't in a position to ascertain whether or not he had outside of his stating that his charter covered that area and the car haulers.

Q. You say his petition. Was this a written document? A. To us. I stated before I don't know whether it was by phone or by a letter.

Q. So you simply took Mr. Bateman's word for the proposition that he was the appropriate person for you to negotiate with, and you didn't do anything to check [296] the validity of his claim? A. No. Since we already had a contractual obligation to bring them in, we could care less who was the bargaining agent. We did know that the Teamsters had the right under the contract which was in effect. We didn't care whether it was local 100, 964, 377 or whatever they wanted.

Q. Did you know whether any of the Norwood drivers had transferred their membership to any other local? A. I would have no way of knowing that.

Q. Did you inquire? A. No.

Q. When you negotiate local riders, are you aware of whether or not those riders are submitted to membership for ratification? A. I have no feeling about it. I wouldn't know whether they are ratified or whether they aren't.

Q. You are not concerned with that? A. I'm not.

Q. When a secretary-treasurer of a local signs a local rider, does that mean either that it has already been ratified or that there is no requirement that it be ratified? A. The only contractual obligation that we have, [297] there is a step in the national that it goes to the area conference for review.

Q. That local riders go to the area conference for review? A. Yes, sir.

Q. Before or after the local union signs the document? A. After.

Q. Did this document go to the area conference for review? A. It did.

Q. How do you know that? A. I was present when the—Both parties must be present when it's reviewed by the local rider committee.

* * * * *

[298] Q. Is any inquiry ever made in any of these cases into whether or not the local rider is ratified by the membership, by the employees? A. I haven't heard of any.

Q. For what period of time did you maintain a relationship with Local 964 at the Lordstown terminal? A. It was very short. I would say maybe a week or two when we were petitioned by 377 that they were in the bargaining unit.

Q. Was this a written petition? A. I don't remember, but there was a petition.

Q. When you use the word petition, that can mean simply an oral request. Is that what you mean by the word petition? A. And I am so stating that we had a request that 377 was the bargaining agent.

Q. Who made that request? A. I think it was made through John Angelo.

Q. Was that made to you personally? A. I don't remember.

Q. And did you simply take his word for it, too? A. I did.

* * * * *

[299] A. Yes. And 964 through Mr. Bateman informed me that 377 was the bargaining agent. I didn't seek nor did I understand the machinery by which they made that determination, but I did—if it was 377, you know, it was fine with me.

* * * * *

Q. It was approximately one week after April 5th that you received this call from 377? A. I would say a week or two, yes.

Q. From that point forward you maintained your relationship with 377? A. That is correct.

Q. With regard to the Lordstown terminal? A. That is correct.

[300] Q. Were there more than a usual number of complaints about dispatch procedures and hours? A. I don't follow the dispatch and hours. The hours are set by law, the dispatch is set by two methods of dispatch. In our industry you either have first in-first out or you have seniority dispatch.

Q. And what was the system employed at Lordstown? A. I think it was first in-first out, and I think at the present time they have a semi first in-first out, intermingled with a seniority-type of a setup.

Q. Was this the same system that had been employed at Norwood? A. I don't think so.

[301] Q. What was the system at Norwood? A. I would have to say it was practically a bastard, unorthodox type of dispatch.

Q. All right. Would you describe it as best as possible? A. They had what they called in the vernacular of a poker dispatch where a man could pass, draw or check. On any given day if he didn't feel like working he would pass. If he came to the terminal and looked at the loads and he didn't like any of the loads but there was an expectation that a better type load would come in the afternoon, he would check. And I don't know how the draw came in, where he would draw.

Q. Was that a system which was provided in the local rider there? A. No, I think it was—it had just grown topsy-turvy over the years. They also had a—in the form of a dispatch, that on a given day if Joe didn't want to be on Truckaway, when he came to work in the morning he could voice an opinion that he wanted to work in the yard, and he worked in the yard. As a result, on any given day we didn't know how many Truckaway people we had or how many yard people.

Q. Did you find that the drivers who transferred from Norwood complained about the changes in dispatch

[302] procedures at Lordstown? A. I didn't find any overwhelming amount of dissent. In fact, I would say it was mostly minimal.

* * * * *

[303] A. No, he wouldn't know whether there was a—because I don't think there was a greater degree of or a greater flow of grievances from Norwood than there would be from any other group. When we first set up the terminal I imagine those grievances that did arise by the very nature of it, that they were ex-Norwood drivers, that your answer would be affirmative, that those grievances that arose had come from Norwood drivers. That's all we had, that was the nucleus. Now, as the terminal expanded, I don't think we had a greater number of grievances from Norwood or we had more severe grievances from Norwood than we had from any other group.

Q. Did there come a time within the first year of the operation of the Lordstown terminal that there was a wildcat strike? A. There was.

Q. Did you play any role in the resolution of that strike?

* * * * *

[304] Q. Was there any leadership among the strikers? A. I wouldn't know that. I would say it was a hundred percent effective.

Q. It was a hundred percent effective? A. Yes.

Q. Did you know that the strike was coming? A. No.

Q. It came as a complete surprise to you? A. Absolutely.

* * * * *

[305] Q. Did you send discharge notices to one hundred percent of the employees? A. I would say ninety-nine and nine-tenths percent. If one was left it was through inadvertence, but we did send them.

[306] Q. And upon receiving the discharge notices did they come back to work? A. They did not.

Q. What did you do next? A. We went to court and we sought an injunction, and we received the same.

* * * * *

[307] Q. Did you get anything indefinite? A. We did get that they wanted the dispatch system written, we agreed that we would write it. There were other items that were in practice that they wanted in writing, and we agreed that we would reduce it to writing. That's pretty much it.

Q. Was there anybody with whom you negotiated on behalf of the strikers? A. We negotiated, we had meetings with the officers of 377 and the committee that they had chosen.

* * * * *

[308] Q. Did anybody from 377 or the committee or any of the rank and file wildcats ever suggest that the local rider that had been negotiated with 964 was a source of dissatisfaction? A. No. As stated to your previous question, there were statements made that they wanted the procedures that were in effect, that they wanted them to be reduced to writing. As to the other, I don't remember of any.

* * * * *

[309] Q. At any point in these discussions did you ever take the position that there were some of the men whom you did not want to rehire? A. None whatsoever.

* * * * *

[311] Q. Now, had any of the Plaintiffs in this action or the three persons discharged, the other three persons discharged at the same time, ever been previously discharged by Anchor? A. Mr. Worley had been previously discharged.

Q. And was he subsequently rehired? A. No, sir. He was returned to work by a conference decision.

Pardon me. I'm not making a play with words. You said was he rehired? He was returned to work.

* * * * *

Q. All right. Are discharges of drivers for cause under the contract a relatively frequent occurrence **[312]** at Lordstown? A. I would say not.

Q. Is the frequency at Lordstown roughly equivalent to any other terminal? A. I would say the equivalency is about the same.

* * * * *

Q. Did you participate in a decision to discharge 11 drivers in 1967 for alleged dishonesty? A. I did.

Q. And were the eight Plaintiffs in this action eight of the 11 persons so discharged? A. I haven't cross-indexed the Plaintiffs against the 11 that I discharged, but I would say that they are.

[313] Mr. Goldfarb: Do you want to look at the Complaint? Who were the other three who are not Plaintiffs in this action?

The Witness: One of these is now deceased, I don't know whether that's Rogers.

Mr. Goldfarb: Yes, Rogers passed away.

The Witness: You would have Rogers, Fugett and Fitzpatrick.

By Mr. Schwartz:

Q. Do you have their first names? A. Yes. James Fitzpatrick, Carlos Fugett and Clifford Rogers.

Q. Did you make the decision to discharge them personally? A. I did.

Q. When did you make that decision? A. I made that decision on Monday morning on I think it was the 5th of May.

Q. Fifth of May? A. I think it was.

Q. Could it have been June?

Mr. Loeffler: Is that really a matter at issue? Can we stipulate to that?

Mr. Schwartz: It's not really.

A. June the 5th, 1967.

[314] Q. What steps did you take to notify the persons being discharged? A. They were all given notices that they were discharged.

Q. Immediately following your decision? A. I don't remember that, but it was, you know, within a short period of time.

Q. How long had you had the matter under consideration before arriving at your decision? A. I would say that I had the matter Friday, which would have been Friday, Saturday and Sunday, and Monday I went to Lordstown.

Q. Where were you when the matter was first brought to your attention? A. I think I was in Wilmington, Delaware.

Q. How was the matter brought to your attention? A. Telephone.

Q. From whom? A. From Mr. DeLeo.

Q. Who is Mr. DeLeo? A. He was the safety man.

Q. What's his first name? A. Bob.

Q. How do you spell his last name? A. D-e-L-e-o.

[315] Q. And where was he calling from? A. I don't remember.

Q. What did he tell you? A. That there were some discrepancies in the hotel receipts of certain people at the Lordstown terminal.

Q. Did he tell you how he found out about this? A. Yes.

Q. What did he tell you? A. He told me that he was in the Batavia, New York area and he noticed some

trucks congregated in a parking lot, and when he investigated to see why they were so parked, he noticed that there was a motel some 300 yards away. And in wondering why the trucks were in this parking lot he did go to the motel to ascertain if there were any Anchor guests at the motel. And he started to inquire what did the motel charge when a guest stayed as a single, what did they charge when there were doubles, and he had called the Lordstown terminal and found out that the men were charging a different rate than what the established rate was with the motel.

Q. And all this because he saw some trucks parked in a parking lot? A. No, that isn't what I said. What aroused **[316]** his suspicion is why a truckdriver would park 300 to 500 yards away from a motel.

Q. Were they Anchor trucks that he saw in the parking lot? A. They were Anchor trucks.

Q. Why was he in Batavia, New York? A. He was checking on a couple of dealers for cargo damages.

Q. What was Mr. DeLeo's position with the company? A. At that time?

Q. Yes. A. He was the terminal safety and personnel director.

Q. Is he still with the company? A. He has gone into one of the other Leaseway companies now.

Q. Where is he located now? A. He had been located in Philadelphia, but approximately two weeks ago he received a promotion, he is in charge of the New York area dealing with Sears Roebuck accounts.

Q. What is his business address? A. I don't know that.

Q. Can you find that out? **[317]** A. I think if you were to direct any dispatches to 6 East Trenton Street, Morrisville, Pennsylvania, they would be able to direct you as to where he could be located.

Q. Now, who did Mr. DeLeo say that he had talked to? A. He had talked to a Mr. Pagano.

Q. Who was Mr. Pagano? A. He was a brother-in-law to Mr. Repicci. Mr. Repicci in turn was the owner of the motel. Mr. Pagano served as room clerk, etc., etc.

Q. Did Mr. DeLeo reduce to writing in the form of a report any of the information that he had acquired at Batavia? A. No. He did receive certain documents while he was there, which he made available to me Monday morning when I got to Lordstown.

Q. And what documents were those? A. Number one was hotel registry cards, and an affidavit from Mr. Pagano. He also went into the records and obtained signature sheets that when driver A, B, C comes into the terminal and he tenders to the dispatcher or the clerk a motel receipt for which he receives reimbursement, that the driver also signs a sheet stating the amount of reimbursement. **[318]** He also obtained copies of the receipts, the motel receipts that the drivers would tender to the dispatch clerks for reimbursement of the money.

Q. And did he present you with all of these documents when you saw him on Monday morning? A. He did.

Q. Did you keep those documents? A. I kept the documents. I did show them to the committee, I showed them to Mr. Abe Schwartz and a gentleman that he had with him, Sanmartino, I told him if he cared to he could have copies of all of this material that we had. And I believe he availed himself to certain documents. I can't with any degree of certainty tell you which ones he took, but he did avail himself to some of those that I invited him to take if he cared to have them.

Q. You offered him Xerox copies of any that he might want, and there were some that he did— A. I'm certain that he took some, I don't know to what extent,

but I told him that he could have any and all copies of it.

Q. Do you have those documents today? A. I do.

Q. Would you produce them, please. A. There is one document there that I did not **[319]** have at the morning of June the 5th which I did make available to Mr. Schwartz that evening and told him that I had in my possession a notarized statement, if he cared to have it that he could be my guest.

Q. Which document was that? A. After leaving the meeting in Lordstown I did charter an airplane and I flew from Youngstown, Ohio, to Batavia, New York. I talked to Mr. Pagano, I talked to Mr. Repicci, and after hearing their statement I asked Mr. Repicci if he would state in notary form what he had told me, and he said, "Fine." There was some notes typed out. I accompanied him to a notary that he knew, some woman at— it at one time had been a service station and it had been remodeled, it was just a little store, she did notarize his signature in my presence. And that statement is also available to you, Mr. Schwartz, from Mr. Repicci.

Mr. Goldfarb: I will let you look at it after I read into the record, and I will give it to you, then you can study it all you want. I'm going to make available to counsel the registration cards and receipts of Mr. Alban, Mr. Hines, Mr. Rogers, the originals are also available for inspection. I'm also making available the company's **[320]** summary of drivers' expenses. Who is that? (Indicating)

The Witness: That's Vincent Mariano and Mr. Hines. (Indicating)

By Mr. Schwartz:

Q. Are these expense sheets all the same or would they be different? A. No, they would be different, because you have—

Mr. Goldfarb: What is this up here? (Indicating)

The Witness: 4/17/61.

Mr. Goldfarb: It must be "'67." The "7" must be off.

The Witness: Yes, you have the originals of it.

Mr. Goldfarb: Yes. Listen, do you want to correct your Xerox there? Apparently the machine didn't take the top of the expense sheet, and mark that 4/17/67. It appears there it looks like it's 4/17/61. The original shows 4/17/67. So correct that. The Xerox cut off the top of the 7 there. All right. Now we are going to give you Partch, Croft—

Mr. Loeffler: I'm short one of the receipts **[321]** I got the Alban, Rogers, Hines.

Mr. Goldfarb: You should have two pages of receipts.

Mr. Loeffler: I only have one.

Mr. Goldfarb: You only have one?

Mr. Loeffler: I have got three pages of expenses.

Mr. Schwartz: He doesn't have Mariano and Hines.

Mr. Goldfarb: I will give you that right now. Now, I mentioned Partch and Croft; right? All right. Now we have got Fugett and Worley. Now we have got Fitzpatrick and Cartwright. Now we have got Alban.

Mr. Loeffler: I need an Alban expense summary, recap.

Mr. Schwartz: For Alban all you have is the receipts, you don't have the registration card.

Mr. Goldfarb: Wait a minute. These are some more receipts here.

The Witness: Yes. There may have been extra receipts, too.

Mr. Goldfarb: There could have been. Do you **[322]** have a receipt for Hines?

Mr. Schwartz: For Hines?

Mr. Goldfarb: Yes. You have got a receipt for Hines. What's the date on that?

Mr. Schwartz: For Hines?

Mr. Goldfarb: Yes.

Mr. Schwartz: I have a receipt for Hines dated 5/22.

Mr. Goldfarb: That's another one.

The Witness: Yes, a different date.

Mr. Schwartz: Off the record.

(Discussion had off the record.)

Mr. Goldfarb: Go ahead, make your request on the record.

Mr. Schwartz: I would request any and all receipts, registration cards, records of expense, payments or accounts upon which Mr. Sandy relied in making his decision.

Mr. Goldfarb: All right. We are going to give you another receipt for Cartwright. I don't know if you got that yet or not. Excuse me. What did you say you were missing?

Mr. Loeffler: I need an Alban summary sheet. The company sheet shows for 4/29/67, around that period.

[323] Mr. Goldfarb: Those are merely samples. There is no summary sheet for that. Now, do you see if you have a summary sheet—some of this is merely evidentiary for comparison purposes; am I right?

The Witness: Yes.

Mr. Goldfarb: So we are giving you the material that we have got for comparison purposes as well as the material involved in the specific date in question. This is all comparison here. (Indicating)

The Witness: Yes.

Mr. Goldfarb: This is comparison. (Indicating)

The Witness: Yes. See, the price of the room was $7.28.

Mr. Goldfarb: Same room?

The Witness: Same room. Same numbered room. And then they would foolishly use the same room and then put in a bill for a higher amount when there had been no increase in the room rate.

Mr. Goldfarb: I see what you are doing there. Well, then, a lot of this is just comparison?

The Witness: Yes.

Mr. Goldfarb: Now we have got Alban, Hines, Crawford, receipts and registration. **[324]** Who are you missing. These are comparisons; do you want them? They are comparisons to what they actually claim they were charged to other dates where they occupied the same rooms.

Mr. Schwartz: Yes.

Mr. Goldfarb: You want them?

Mr. Schwartz: Yes.

Mr. Goldfarb: What are you missing?

Mr. Schwartz: I have nothing on Worley.

Mr. Goldfarb: I'm sure we have it.

The Witness: I think that was the first one he gave you.

Mr. Goldfarb: That's what I thought. If you haven't got it we will give it to you.

Mr. Loeffler: It's supposed to be in with Fugett and Worley.

Mr. Goldfarb: Oh, is it in with that?

Mr. Loeffler: Yes.

The Witness: Look at the bottom of my pages, you will find it.

Mr. Schwartz: Yes, I think I do have Worley here. Is the one you are referring to, Dave, 5/10/67 with Fugett?

Mr. Loeffler: Yes.

Mr. Schwartz: Yes.

[325] Mr. Goldfarb: Is 5/10 the date, then, on that?

Mr. Loeffler: Yes.

Mr. Goldfarb: He has got it here.

Mr. Loeffler: There is two of them, they are both signed.

Mr. Goldfarb: Here is Alban, Hines and Crawford.

Mr. Loeffler: It takes no genius to see that three persons signed this one. There are three different handwritings on that piece of paper.

Mr. Goldfarb: This is Fitzpatrick and Cartwright. (Indicating)

Here is Worley and Fugett. (Indicating)

Mr. Schwartz: I have got that. That's only one.

Mr. Loeffler: That's all I have got.

Mr. Schwartz: All right. Then I have got it.

(Discussion had off the record.)

Mr. Goldfarb: Let the record show that we are also delivering Xerox copies of the drivers' logs to counsel. I am going to present to counsel copies of a statement signed by Joseph D. Repicci with attachments **[326]** and a copy of a statement signed by Anthony Pagano. Let the record also show that we have given counsel a sworn statement signed by Joseph D. Repicci.

Thereupon, Plaintiffs' Exhibits C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8 and C-9 were marked for purposes of identification herein.

Thereupon, Plaintiffs' Exhibits D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-9, D-10, D-11, D-12, D-13, D-14, and D-15 were marked for purposes of identification herein.

Mr. Goldfarb: Let the record show that we are giving a set of comparison receipts to counsel.

Thereupon, Plaintiffs' Exhibits E-1, E-2, E-3, E-4, E-5, E-6, E-7, E-8, E-8 and E-10 were marked for purposes of identification herein.

Thereupon, Plaintiffs' Exhibits F-1, F-2 and F-3 were marked for purposes of identification herein.

Thereupon, Plaintiffs' Exhibits G-1, G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11, G-12, [327] G-13, G-14, G-15, G-16, G-17 and G-18 were marked for purposes of identification herein.

Mr. Goldfarb: Let the record show that we are giving counsel a copy of the National Master Automobile Transporters Agreement and Central Conference Area Supplemental Agreement covering Truckaway, Driveaway, and local agreements for the period June 1, 1967 to June 1, 1970.

Whereupon, Plaintiffs' Exhibit H was marked for purposes of identification herein.

(Signature waived.)

Whereupon, at 3:00 o'clock P.M., Friday, October 1, 1971, the deposition was concluded.

Deposition Testimony of Daniel Sandy (Vol. II)

* * * * *

[328] Q. At the conclusion of the October 1st session of this deposition, Mr. Sandy, you were testifying about all of the evidence upon which you relied in making your decision to discharge the plaintiffs and the three other

men for the same cause. You had, at that time, through your attorney, produced those documents upon which you relied.

Mr. Schwartz: Would you please mark this exhibit F-4.

Plaintiffs' exhibit F-4, a letter, was marked for identification.

Q. Additional documents had been produced, which appear to be in the same category, I'm going to hand you what has been marked as exhibit F-4 and ask you whether or not that is also one of the documents upon which you relied in arriving at your decision? A. It is.

Q. Now, do I understand that you have produced, as of now, [329] all of the documentary evidence upon which you relied in arriving at your decision? A. As of what date, Sir?

Q. As of the time you made the initial decision that these men should be discharged, which from your previous testimony, you believed that was approximately June 3rd or June 5th. A. On the date of June 5th, as I recall, my testimony to you, to your interrogation, I made available to the local union, certain exhibits on the morning of the meeting of which you received the minutes. I also said in the afternoon, I did charter an airplane and flew from Youngstown to Batavia, where I received as discussing with both Mr. Pagano and Mr. Repicci, I did receive an affidavit by Mr. Repicci as to what occurred and that affidavit was presented to the conference, and I believe to you.

Q. Well, that was marked as exhibit F-1, is it not? A. Yes, it is.

Q. That has already been produced? A. It was used.

Q. So that all of the evidence upon which you relied has been produced? A. To my knowledge, yes.

* * * * *

[330] Q. So that you did not obtain a notarized statement from Mr. Pagano? A. I did.

Q. Did you talk to him? A. Yes.

Q. What did he tell you? [331] A. He described to me where the drivers stayed in the same room and paid a stipulated amount, and the amount that they had stated to the company was not the amount that he charged.

Q. Did he say this to you in describing a kind of general practice or was he talking about a specific incident which he recalled? A. He was very definite. He was very specific and nothing was left to the imagination. He knew exactly what he was stating, and I did the questioning and he did the answering.

Q. But he was specific about particular men and particular dates? A. Very much, Sir.

Q. Based on his recollection? A. Very much, Sir, and all through the stipulated amount of monies that transferred between the parties.

Q. He told you that he personally took the money and wrote out the registration cards, and signed the receipts for the gentlemen in question, on the dates in question? A. No, Sir. They registered themselves, on their own signature.

Q. And according to Mr. Pagano, who signed the receipts for the motel?

[332] Mr. Goldfarb: Let the record show that the receipts will speak for themselves, as to who signed them. If you are going to examine him from the receipts, you ought to show him copies of them.

Mr. Schwartz: I'm not asking him what the receipts show. I'm asking him if Mr. Pagano told him who signed the receipts for the motel.

Q. Do you recall Mr. Pagano telling you who signed the receipts? A. No, I don't.

Q. Now, showing you copies of the receipts, signed by someone from the motel, and noting that they showed the name J. D. Repicci. Do you recall whether or not either Mr. Pagano or Mr. Repicci discussed with you, whether those were in fact Mr. Repicci's signatures or that Mr. Pagano was authorized to sign Mr. Repicci's name? Do you recall any discussion of that subject? A. He stated that he had Mr. Repicci's authorization to sign Mr. Repicci's signature to those receipts.

Q. And did he tell you that in fact it was he, Anthony Pagano, who signed all those receipts with Mr. Repicci's name? A. I don't remember that he specifically stated that he [333] had done it, but he did state he had the authorization to sign it.

Q. And did he tell you that he signed these receipts in blank, permitting the men to fill them out themselves? A. In certain instances, he did.

Q. And then he filled out no other part of it other than the signature? A. In certain instances, yes.

Q. What about other instances? A. I'm not sure that he stated such.

Q. Do you recall what he stated with regard to any of the particular nights for which the plaintiffs were fired? A. He did state to me that the amounts that were reflected on the receipts, were not the same amounts that he received from the drivers.

Q. Did he state whether this was because he gave the driver inflated receipts or because the driver noted an erroneous amount on the receipts themselves?

Mr. Goldfarb: I'm going to object to the form of the question, "the driver noted an erroneous amount." An erroneous amount from what?

Mr. Schwartz: Let me rephrase the question.

Q. Do you recall whether Mr. Pagano told you whether the [334] higher amounts on the receipts than

was shown on the registration cards, was due to the fact that he wrote it out that way, or on the other hand, to the drivers writing an amount higher than the registration cards on the receipt? A. No, he did state that the amounts reflected in the receipts were not the same that he received or had charged the men.

* * * * *

[335] Q. Why after examining the evidence produced by Mr. Dalio and arriving at the decision and implementing that decision to discharge the men, did you make another trip to Batavia to check the records? A. Number one, I wanted to interrogate both gentlemen personally, and I felt that maybe to be as objective as possible, that I should check into it.

Q. Did you think there was any room for doubt before you went up there? A. Not a degree, but I still wanted to assure myself.

Q. Did you have any reason to doubt the credibility of Mr. Dalio? A. None whatsoever.

Q. What is it that needed reassurance as far as **[336]** you were concerned? A. I wanted number one, I wanted to see the motel. Number two, I wanted to personally talk to Mr. Pagano and Mr. Repicci. I wanted to see the physical location of where the parking lot was, that aroused Mr. Dalio's suspicion in the first incident, and I wanted to ascertain for myself what the facts were.

Q. Do you initially visit the scene of incidents that resulted in the discharge of any of your employees? A. Yes, quite often.

* * * * *

[337] A. I did have the man's notarized statement, and I did have the registration. I did have their asking the company for these moneys, and I thought that that was prima-facie, whether my interpretation was wrong,

it was subjected to the conference, who sustained my suspicions, Mr. Schwartz.

Q. Did you conduct any other investigation into the reliability of Messrs. Pagano or Repicci? A. I did not to the extent that I—yes, I did make inquiry. I asked two automobile dealerships in the town, what type of individuals they were. The Buick dealer was an old timer who told me that they were beyond and above reproach, that they were substantial citizens of the community, with this reservation. He knew Mr. Pagano real well and that Mr. Pagano was, in his words, "a solid citizen". Another dealership, I don't recall the name of it, it also ascertained that they were both gentlemen of the first order.

* * * * *

[338] Q. I'll rephrase it. The question is, what was the ultimate results of this meeting? A. The ultimate result was that the men would be put back to work and final disposition would be made before the Joint Auto Transporters Arbitration Committee.

Q. The National Conference? A. The National Conference Automobile Transporters, Joint Arbitration Committee.

Q. Now, was this a proposal of the company or the union? A. No, it wasn't a proposal. This is what I stated we would do. The union did not object. In fact, they said fine.

Q. You proposed it and the union accepted it as a solution of the problem as of that moment? A. Yes.

* * * * *

[340] Q. Do any of the representatives ever sit on panels involving grievances of their own company? A. No.

Q. So that you never sat as a member of the panel in any grievance by or against Anchor Motor Freight? A. Never.

Q. How many representatives appear on each panel? A. Five.

Q. Five from each side? A. Five from each side.

* * * * *

[341] Q. Are there always an equal number of company and union representatives? A. On the panel?

Q. Yes. A. Yes.

Q. Does it ever occur that there is not a majority decision? A. That happened quite often.

Q. What is the next step if the committee deadlocks? A. They have a National Committee, and if it deadlocks at the National, it goes to the arbitration.

Q. If the Central Conference Committee reaches a decision, does it ever go to the National Committee? A. I can't think of any.

Q. The losing party in the Central Conference, doesn't have the right to take it to the National Committee? [342] A. It's final and binding.

Q. Does the Central Conference Committee have any particular rules or procedures with respect to rehearing cases after a decision has once been arrived at? A. To my knowledge, the only reason it can be reopened, is on the basis of new evidence, which must be ascertained by the moving party.

* * * * *

[343] Q. What was the first thing that happened in the procedure of this case? A. I think the Union set forth with their arguments, denying any allegations of dishonesty or theft.

Q. Who spoke for the Union? A. You mean who their chief spokesman was, or who did the speaking?

Q. Who was the first person that talked? A. I think John Angelo was the first one, followed by Abe Swartz, followed by three or four of the committee men

and they were asked in turn if they had anything to contribute and what a few of them said that those who had spoken previously had spoke their sentiments and thoughts as to what had happened.

Q. In the Union Representative's statement consisted of denying dishonesty? A. Yes.

Q. Did they present any evidence in support of their claim? A. I don't recall that they did. They may have, but I don't recall it.

Q. Did they make any explanation other than simply to [344] deny everything? A. No, Sir. They went into minute details, giving testimony to the fact that they were not guilty of any action of dishonesty.

Q. A simple flat statement that they were not guilty? A. No, they went into detail. Some of them spoke highly of their years in the company, what solid citizens of the committee they were. They gave their testimony. Some of them had worked for a number of years, and some of them also were very bitter that the company was punishing them by bringing this false, erroneous allegation against them.

Q. And you had not presented your evidence yet, at this time? A. No. They had been apprised by the meeting at the terminal on the 5th, of what my evidence consisted of. I also apprised them that I had an affidavit from Mr. Repicci that I had obtained on the afternoon of the 5th, and asked them if they wanted to have a copy of it, but they were to be my guest, but they had seen the evidence that I had, yes.

Q. Did any of the Union Representatives make any—give any explanation for your evidence? A. They gave arguments, yes.

Q. What did their arguments consist of? [345] A. Number one, that if guilt was to be placed, it should

have been on Mr. Pagano and Mr. Repicci, that they had received the amount, but they were pocketing it, et cetera.

Q. But they presented no evidence of their own in support of that, other than their own claim? A. I don't recall of any, no.

Q. And at this period, the Union presenting its statements, Angelo, Swartz and some of the committee men spoke? A. Yes.

Q. Even before you had an opportunity to say anything? A. That is correct.

Q. Were you the sole representative of Anchor at this hearing? A. I was.

Q. Were you given the opportunity to cross-examine or ask questions of any of the Union Representatives? A. Yes, and so were all panel members.

Q. Did you, in fact, ask questions of the Union Representatives? A. I don't recall that I did.

Q. Did the panel members ask any questions? A. They did.

Q. Do you recall any of the questions? A. But they were quite extensive. It was quite prolonged. **[346]** I don't recall that I distinctly asked any questions, no.

Q. Now, how long a period of time elapsed while the Union was giving its side of the case? A. Are you talking about the rebuttal, et cetera?

Q. No, their opening presentations. A. Their presentations. I would say exceeded three hours.

Q. Even before you said anything? A. Before I spoke, yes.

Q. Did any of the eleven men themselves speak during this period? A. Yes.

Q. Do you recall which ones? A. I don't recall in particular which ones spoke, but I do know that there were four or five of them, without being repetitious, spoke of their years in the automobile hauling business, where

their records were clean and they had never been involved in this type of case, et cetera.

Q. Do you recall Mr. Alban speaking for himself? A. I don't know Mr. Alban as such.

Q. Do you recall any of the eleven, speaking for themselves and mentioning that they had, in the past, gratuitously returned an overpayment of $20.00 on his expenses to the company? **[347]** A. I don't remember that. I don't remember them as individuals, who spoke. I do know that there were two representing Local 377 on an official capacity. I do know that four or five of the grievants spoke on their own behalf, but were asked individually if they had any contributions that they wished to make. They were also asked before the group went into executive session, this is after all of the arguments were presented, if they felt that they had been properly represented, and had they been given a full hearing and—

Q. Who asked them that? A. I think a Mr. Luchek, who was the Union Representative. They take turns on who's going to be the chairman of the day, and either one or the other asked. I don't want to go on record as to who did that, but one of them asked if they had felt that they had been properly represented and if they felt that they had been given a full hearing with sufficient and ample time to present all of the facts to the panel.

Q. And who answered that question? A. They did, those who were present individually, stated that they had been given ample time and that they had been properly represented by their union.

Q. Now, after the three hours or so of Union's statements, did it next become your turn? **[348]** A. It did.

Q. And what did your presentation consist of? A. Of the hotel receipts, the registration cards, the logs, the logs from the terminal showing that they signed for the monies. Also, their receipts showing that they had signed

for and received the monies. If I remember correctly, I vented my feelings on dishonesty to both groups at quite some length.

Q. That you were opposed to it? A. I am.

Q. How long did your presentation take? A. I quite belabored the fact that there was no room for dishonesty in any industry, and I think I may have bored them, and when I saw the boredom setting in after forty-five minutes, I rested with the right of rebuttal.

Q. Now, were you asked any questions? A. I was.

Q. By whom? A. By members on both sides of the house.

Q. Members of the committee, you mean? A. Yes.

Q. What questions were you asked? A. I don't recall the questions. One of them wanted me to define the difference between dishonesty and theft. **[349]** Some of them tried to play lawyer. Some of them wanted to play with questions of semantics as to different definitions. Some of them wanted to know if it was entrapment. One of them asked me why I hated this group, psychological questions, you know. Questions like did you love your mother. When you say yes, then you must of hated your father. These boys are quite psychological. There were questions asked.

Q. These are members of the committee? A. Yes.

Q. Did any of them ask you if in fact your evidence was not equally susceptible to the conclusion that Pagano and Repicci had pocketed the difference rather than the eleven drivers? A. I don't think they put it as directly as you are, but I think that some of them adverted to that fact, yes.

Q. How did you respond to it? A. Negatively. I don't have any reason to doubt either Pagano or Repicci.

Q. Did you state that you had any reason to doubt any of the eleven men apart from the evidence which you presented? A. Outside of one of dishonesty, yes and theft.

Q. But all part of the same incident? A. And I also stated that I knew of people who had gone **[350]** thirty years as solid citizens, but all at once they arose some morning and robbed a bank. For what reason, only they know, but they were guilty of outright dishonesty and theft, in my opinion.

Q. Did any of the eleven men present, ask you any questions? A. I believe two or three did, yes.

Q. Do you recall which? A. No, I don't.

Q. Do you recall what questions the two or three asked? A. I think one or two wanted to know what form I used to get the statements. One wanted to know to what extent of bribery did I go to get the statement, and that type of questioning.

Q. But the total period during which you made your initial presentation lasted about forty-five minutes? A. Yes.

Q. What followed your forty-five minute presentation? A. Then the Union had rebuttal.

Q. And what did the Union's rebuttal consist of? A. I no longer remember what they rebutted, but in essence they, too, would bring disdain and dishonesty upon Mr. Repicci and Mr. Pagano. They questioned the motives of the company. They thought that we were being too severe and they thought that there should **[351]** be some compromise with thievery.

Q. But they presented no rebuttal evidence to your documentary evidence? A. You mean in exhibit form?

Q. They presented no new witnesses or documents that hadn't been present in their initial presentation? A. No, it was more or less rebuttal.

Q. Either in their initial or rebuttal presentation, did they present a single document? A. No, not that I remember.

Q. Nor did they present a single witness other than themselves? A. No.

Q. Okay. A. And their Union.

Q. Now, how long did the Union's rebuttal last? A. I would say half-an-hour.

Q. Who made the Union rebuttal, do you recall? A. I don't recall who did, but again, Mr. Angelo and a couple of—I'd say three or four of the grievants were involved. Mr. Swartz, he didn't know what the word, rebuttal, meant. He kept saying that we had no case, and this was his rebuttal.

Q. Did he explain why all of this evidence you produced amounted to no case? **[352]** A. No, because he said that this wasn't thievery nor was it dishonesty. He and the committee didn't think that it was this form of dishonesty to merit a discharge.

Q. I see. His position was not that you hadn't proven that they cheated— A. No, I didn't say that. He stated that we hadn't proven it, that if this stain of guilt were placed upon these people, it would be difficult for them to go out and obtain employment, that this was a very severe type of stigma, that you can attach to a man's name, that no trucking company wanted a thief on their payroll, et cetera, and that we didn't prove that the documents did prove thievery. It did not prove even theft during working hours. They went on quite some length on this.

Q. Now, what happened after the Union rebuttal? A. Then it became my turn to rebut.

Q. And what did your presentation consist of? A. Again, the evils of dishonesty and also that I thought I had proven quite conclusively that these men had become involved in thievery and dishonesty.

* * * * *

[353] Q. What happened after your rebuttal? A. Then, as I stated previously, they asked if the Union felt

or the grievants were asked if they felt that they had been given a full hearing, had they been well represented by their Local, words to that effect. They said that they had. For some reason unknown to me, they failed to ask me.

Q. Did you have an opinion on that subject? A. No, I thought that they had been given sufficient time. I was well pleased with the time.

* * * * *

[354] Q. Now, after the men were asked whether they felt they had had a full hearing and so forth, what happened next? A. Then the parties were excused while the panel went into executive session.

Q. What does executive session consist of? A. This is all parties with the exception of the ten panel members, must vacate the premises.

Q. Where did you go? A. They have two rooms that the parties go to, and you go to them and wait for them to call for the next case.

Q. Does the panel deliberate or do they hear more cases? A. They deliberate on this type of case, they deliberate immediately.

* * * * *

[355] Q. Now, how long were you out of the room for the deliberation of the panel? A. I would say it was a good two hours.

* * * * *

[356] A. The rule is that you get the answer by mail.

Q. How did you come to learn of the outcome? A. I think I received—either I or the Lord's Town Terminal, received notice of the decision. I don't know when, but it was a day or so after the conference was adjourned.

* * * * *

[357] Q. The fact that a majority was mustered to uphold the discharge, necessarily means, does it not, that one or more of the Union Representatives had to vote against the grievance?

Mr. Goldfarb: Objection. **[358]** I think he testified that he didn't know what went on or how the voting went.

A. I would say from the mathematical calculation, he's right.

Mr. Goldfarb: It could conceivably have been the employers, too.

A. Oh, yes.

Mr. Goldfarb: It could have been the other way around.

Q. Would you have something you'd like to ask? A. There is no way to ascertain the mathematical calculations as to how many from the employers or who from the Union's side, arrived at the majority. Dave, is that properly put?

Q. Did you have occasion to consider or discuss the cases of these eleven men following the decision of the conference committee on the 26th or the 27th? A. You mean after the case was heard?

Q. Yes, after you received the results, what was the next time, if any, that you thought about or had occasion to deal with the matter at all? A. After the decision was sent out, I think I did receive a call from the Local Union, wanting to know if the company would or could relent and put these men back to work.

[359] Q. Do you recall who that call was from? A. I believe, Abe Swartz called me. He also made overtures to the terminal manager.

* * * * *

Q. What was your answer to him? A. Negative. There was no compromise. He used all of the arguments that he could muster, moral persuasion et cetera. He questioned my religious doctrines, such as don't you believe in forgiving and forgetting. I told him there was no compromise. He also got very sarcastic, but I won't go into that. He said I had ice water in my veins.

[360] Q. In all your years as a member of the conference committee and sitting on panels, has it ever been your experience that grievants are represented by lawyers? A. You mean at the hearing?

Q. Yes. A. I have never heard a lawyer present a case at the conference, no.

* * * * *

[361] Q. Now, what was the next thing that happened after you received this call from Mr. Swartz and answered in the negative? A. Mr. Swartz then informed me that he had scheduled a hearing or he had scheduled a meeting with Mr. Fitzsimmons.

Q. What did you say to that? Was this in the same phone conversation? A. No, this was in a separate one. I told him, at that time, that I didn't see the necessity of the meeting, but I would make myself available for it.

Q. He scheduled a meeting with Mr. Fitzsimmons which he wanted you to be present? A. I don't know if he scheduled the meeting at the time, **[362]** but he told me there was a meeting to be held.

Q. And did you happen to meet with Mr. Swartz and Mr. Fitzsimmons? A. I did so attend the meeting.

Q. Where was this held? A. In Washington, D. C.

Q. When? A. I don't recall the date.

Q. Before the second hearing in this case? A. Yes.

Q. And what happened at that meeting? A. Mr. Fitzsimmons wanted to know the purpose of the meeting, and Mr. Swartz told him.

Q. What did he tell him? A. Number one, that he wanted him to intercede on behalf of the Local to get these men back to work.

Q. And what was Mr. Fitzsimmons' response to that? A. At that time, my position was that the contract was quite specific, that the decision was final and binding, and if we had spent a lot of time, a lot of money to build up the grievance procedure, and that the company did follow the grievance procedure as outlined. I thought that if we were going to preserve the sanctity of the instrument, that the decision should go as announced by the committee.

[363] Q. What did Mr. Fitzsimmons say to that? A. Mr. Fitzsimmons pretty much took the same position of Pontius Pilate. He washed his hands of the whole affair, stating it was a local matter. It was a conference matter, and that the International had nothing to do with it, and that he had reservations about the hardness or the callousness of Mr. Sandy, but he thought that that was a local affair and that the International had nothing to do with it.

* * * * *

Q. Was there any discussion of a re-hearing? A. Mr. Swartz stated that he was going to ask for a re-hearing.

* * * * *

[364] Q. What was the next you heard about this matter, after your meeting with Mr. Swartz and Mr. Fitzsimmons? A. I received a copy of the October Agenda, and I noticed that the case was rescheduled for re-hearing.

* * * * *

[365] Q. Now, the document reported a request for a hearing based upon new evidence. Did you make an effort to find out what the new evidence was? A. I did ask.

Q. Who did you ask? A. I asked Mr. Swartz.

Q. What did he answer? A. He told me he was loaded for bear.

Q. Did he tell you anything else? A. No, he did say that he was loaded for bear and it was going to be a different ball game, that he had the necessary material.

Q. In fact, he did not tell you what the new evidence was? A. He refused.

* * * * *

[366] Q. Do you recall who was present for the Union or the men? A. I don't recall who was present. You will note on my notes going to the minutes or just my ramblings, it started at 9:20 A.M. on October the 26th. Present, were the grievants, Craft, Cortch, Worley, Mariann and Rodgers, and somebody who was designated as an attorney, but wore no badge or produced any credentials.

* * * * *

[367] Q. What was the first thing that happened at this proceeding? A. At that time, the Union stated that they had an attorney. This is after they had empanelled the panel to hear the case on the basis of re-hearing, and stating that the re-hearing would be based on new evidence that was to be produced. Mr. Angelo introduced an attorney. I don't remember his name, and the committee told him that the attorney could advise, that he could be there, but he could only listen and someone else would have to present the case for them.

Q. Mr. Angelo spoke for the Union? A. Mr. Angelo did.

Q. Is there any particular reason why you did not record [368] his name as one of those present at the top of your notes? A. No, I couldn't give you the reason why I didn't.

Q. There's no question in your mind that he was there? A. He was there.

Q. And that he spoke for the Union? A. Yes, also Mr. Swartz was there.

Q. Now, what did Mr. Angelo do after he was advised that the attorney could not present the case? A. He distributed what looked to me like a very important document, consisting of some one hundred pages. He distributed it to about half-a-dozen of them. He failed to give me a copy, and he started with that document.

Q. He distributed the one hundred page document? A. I would say what purports to be a one hundred page document.

Q. Who did he distribute them to? A. The committee.

Q. Did he say what that document was? A. He stated that this attorney had gone to Batavia and had got this affidavit from Mr. Repicci. It was Mr. Repicci or Mr. Pagano.

* * * * *

[369] Q. Mr. Sandy, I'm going to hand you what has been marked as Plaintiffs' exhibit J-5. I will ask you if that is the document which you referred to, that Mr. Angelo distributed to everybody but you. A. No, I didn't say that. I said he distributed half-a-dozen copies, of which I was not one of the recipients.

Q. Is that the document that you were referring to? [370] A. Yes, I think it is. I have no reason to doubt it. When it was presented it was bulkier.

Q. So your one hundred pages was a rough estimate? A. Very rough.

* * * * *

[371] Q. What happened after the Union made its hour-and-a-half presentation? A. Then they asked the company to state their position.

Q. Did you state the company's position? A. I did.

Q. What did you state? A. I told them there was nothing new introduced, that it was repetitious that they had covered the same area. The only thing new was the attorney. He didn't make any contributions. There was nothing new stated.

Q. That was your position for the company, that you stated? A. Yes.

* * * * *

[372] Q. How long did you talk? A. I would say it wasn't more than fifteen or twenty minutes at the most.

Q. Did you explain why you did not regard this as new evidence? A. Yes, because I didn't feel that it was.

Q. Had it been produced at the first hearing? A. The arguments had been presented.

Q. But had the affidavit of Repicci been produced at the first hearing? A. No.

Q. What was there about it that caused you to believe it wasn't new, since it hadn't been produced at the hearing? A. I stated that the contents were not new, because they had taken the same position at the original hearing.

Q. And did you argue then, that they should not be granted a new hearing? A. I did.

Q. So that that proceeding was not, in fact, a re-hearing, but a proceeding to determine whether or not to get a re-hearing? A. That is correct.

[373] Q. Were you questioned by anyone? A. I don't remember.

Q. What happened after you talked? A. I believe there was time allotted for rebuttal.

Q. Did anybody make a rebuttal? A. There was three or four of the grievants in the case, who made some statements.

Q. Do you recall what they said? A. No.

Q. Then how long did their rebuttal last, do you recall? A. Not very long. I'd say just ten or fifteen minutes at the most.

Q. What happened after that? A. They went into executive session.

Q. And did you and the Union representatives leave the room? A. We departed the premises and we were called back, and if my memory serves me correct, they read into the record that by unanimous decision that the re-hearing was denied on the basis that there was no new evidence produced.

* * * * *

[374] Q. Did you subsequently receive any written notification of that outcome? A. We received the minutes in due time. I think it was a few days after the hearing had been concluded. It was a customary practice that where there is—where the hearing is denied, that it's read right into the record to the parties.

* * * * *

[375] Q. What was the next thing that happened, with regard to the discharge, following the disposition of the question of re-hearing? What was the next thing that happened, to your knowledge, pertaining to the discharge of the eleven men and proceeding that arose out of it? A. Number one, I think there was unfair labor practice charges, but when they came into the picture, of course, I dropped out. I didn't pursue those.

Q. Unfair Labor Practice Charges were filed? A. I believe they were.

* * * * *

[376] Q. Showing you what has been marked as Plaintiffs' exhibits K-1 through K-8, Mr. Sandy, I will ask you if that is the Unfair Labor Practice Charge to which you referred in your answer to the last question? A. It is.

Q. Did you receive this document when it was filed or a copy of it? A. It would have come through my office, yes.

Q. And what did you do then? A. I placed it in the very capable hands of Goldfarb for disposition.

Q. You're referring to Bernard S. Goldfarb, attorney at law, are you? A. I am.

Q. And did you have any further connection with the matter of the Unfair Labor Practice Charge? A. None, outside of furnishing Mr. Goldfarb with the information that I had relative to the exhibits, et cetera.

* * * * *

[377] Q. Now, to your knowledge was any additional information or evidence submitted to the Labor Board in this proceeding, other than the documents which I've already shown you? A. None that I know of, Mr. Schwartz.

Q. Now, following the conclusion of the proceedings related to the Unfair Labor Practice Charge, was there an additional occasion for this matter to be brought to your attention? A. I don't recall at what time the Unemployment Compensation Cases were filed, but again, that was handed over to Mr. Goldfarb's office.

Q. At some point subsequent to the October 26th hearing, applications for unemployment compensation were filed by the discharged parties? A. Well, there were claims made, yes.

Q. Do you know how many of the eleven made such claims? A. No, no I don't.

Q. Returning for a moment to the Unfair Labor Practice Charge, was there ever, to your knowledge, any hearing held on the Unfair Labor Practice Charge? **[378]** A. I don't know.

Q. To your knowledge, there was none? A. There were no hearings held, as far as I was made apprised of.

Q. Does your office have any responsibility for responding to applications for unemployment compensation? A. No, depending upon the weight of my schedule, I have attended unemployment compensation hearings from time to time, but I would say most generally, those are turned over to the attorneys for their disposition of it.

Q. Did you have occasion to have any involvement in any of the unfair—excuse me, unemployment compensation proceedings relating to any of these eleven drivers? A. I may have, but I don't remember. I did attend some unemployment compensation hearings in the Warren, Ohio office, concerning some people out of the Lord's Town Terminal, but as to what the facts surrounding those cases were, I have no memory of them.

Q. Do you have any of the documents pertaining to those cases or any notes from which you could refresh your recollection?

Mr. Goldfarb: For purposes of the record, I have the documents pertaining to the unemployment compensation proceedings, which **[379]** are available now for counsel's inspection and copying.

Mr. Schwartz: All right. If we could take a brief recess while I inspect them. It probably will not be necessary to copy them all.

Mr. Goldfarb: Okay. Let's go on a recess, now.

(Short recess)

Mr. Schwartz: Would you please mark these Plaintiffs' exhibits L-1 through L-3.

• • • • •

[380] Q. Did you read the Repicci Deposition taken by Rocklan (?) in October of that hearing? Did you get a chance to read it while the thing was going on? A. No, I made some notes while Mr. Angelo was reading it. I had an opportunity to read it afterwards, but I didn't.

Q. Did Angelo read that thing verbatim? A. Verbatim, as I understand it.

Q. Based on your recollection, did Angelo or any of the other Union guys that read the deposition, but then, did they say well, like what he said here on such and such a page in the deposition, what he said in the affidavit. Did they go through that kind of a process? A. They did emphasize certain points that were made in the deposition, as Mr. Angelo read it. There were remarks about it.

Q. Just so you don't misunderstand me. They didn't point-up contradictions between what Repicci had said on your evidence and what he said in the deposition taken by their lawyer? A. Yes, Sir.

• • • • •

EXCERPTS OF TRIAL TESTIMONY IN SCOTT VS. ANCHOR MOTOR FREIGHT, INC. AND TEAMSTERS LOCAL UNION NO. 377, U.S. D.C., N.D. OHIO, NO. C68-252; 6th CIR. NO. 73-1703, 1705.

Trial Testimony of Walter Reedy

[387] Q. Do you remember Angelo saying some pretty strong words to the men? A. Right.

Q. Telling them, "You Norwood guys can't take over my local"? A. Yes, that's right.

Q. And you had heard him refer on many occasions to the Norwood men as hillbillies? A. Right.

• • • • •

EXHIBIT 1*

[404] UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer—Anchor Motor Freight, Inc.

b. Number of Workers Employed—app. 130

c. Address of Establishment (Street and number, city, State, and ZIP code)—Hallock-Young Road, Lordstown, Ohio

d. Employer Representative to Contact—E. E. Babiasz

*The exhibit numbers herein, as well as the page numbers shown in brackets, are those of the duplicated Appendix as filed in the court below.

e. Phone No.—824-2565

f. Type of Establishment (Factory, mine, wholesaler, etc.)—truck terminal

g. Identify Principal Product or Service—hauling of automobiles

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (2) (3) (5), of the National Labor Relations Act, and these unfair practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

a. On or about February 10, 1967, and at numerous times in the six months preceding the filing hereof said employer by its officers, agents or representatives has issued warnings, suspensions and has taken other disciplinary action and has threatened its employees as listed on Schedule B attached hereto, because of partaking in activities protected under Section 7 of said Act.

b. For the six months preceding the filing hereof said employer by its officers, agents or representatives has refused to bargain collectively in good faith with its employees concerning pay, hours, other working conditions and grievances.

c. On or about February 20, 1967, said employer discharged its employees as listed on Schedule B attached hereto because of their concerted protected activities, and has refused and refuses and does now refuse to reemploy said employees except on conditions violating the right of said employees to engage

in protected concerted activities and to bargain collectively and has refused altogether to reemploy some of said employees because of their protected activities.

d. Since on or about February 20, 1967, said employer has refused to bargain collectively with its employees concerning employment, working conditions, grievances and to give information concerning grievance claims.

(Continued Schedule A)

3. Full Name of Party Filing Charge—William N. Letson, by and for the employees listed on Schedule B.

4a. Address (Street and number, city, State, and ZIP code) c/o Letson, Letson & Griffith, 106 East Market Street, Warren, Ohio 44481

4b. Telephone No. 399-5718; 399-5719

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By /s/ William N. Letson
Address 106 East Market Street
Warren, Ohio 44481
399-5718; 399-5719
Attorney as agent for the employees listed on attached Schedule B
February ...., 1967

[405] Schedule A to Charge Against

Anchor Motor Freight Inc. (Lordstown Terminal)

e. For the six months preceding the filing hereof said employer has interfered with the administration of Local 377, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, a labor organization, by contributing financial and other support to one or more officers thereof and by acting in concert with one or more officers of said labor organization to deny its employees the right to bargain collectively and engage in other protected concerted activities.

[406] Schedule B to Charge Against

Anchor Motor Freight Inc. (Lordstown Terminal)

Employees on behalf of whom charges are filed:

Lindsay Worley
3312 Red Fox Run Drive
Warren, Ohio

Walter Reedy
18140 Lillian Drive
Lake Milton, Ohio

Graydon Croft
4193 New Road
Youngstown, Ohio

Robert Killing
400 Roosevelt Avenue
York, Pennsylvania

James Huggins
3770 Seneca Street
Stowe, Ohio

and all other employees of Anchor Motor Freight Inc. who are truck drivers or mechanics at its Lordstown, Ohio terminal.

EXHIBIT 2

[407] A Public Notice from Anchor Motor Freight Drivers

Lordstown, Ohio

Because the equipment at Anchor Motor Freight is unsafe for us to drive, and also it is unsafe to the general public, for this equipment to be on the streets and highways of this area, we are on a strike. We are not asking for more money or any other financial benefits from A.M.F. We are out because of unfair labor practices, and refusal of Teamsters Local 377 to represent us, besides the danger of A.M.F.'s equipment to the general public. We need contributions to continue our fight for our rights and your safety and good unionism. Contributions can be sent to P.O. Box 721, Warren, Ohio.

Anchor Motor Freight Drivers Committee

Graydon Croft
Committeeman
4193 New Road
Youngstown, Ohio

Jack Patton
24 Jay Street
Newton Falls, Ohio

EXHIBIT 3

[408] Local Rider to the Automobile Transporters Central Conference Area Governing the Actions of Truckaway, Driveaway, and Terminal Employees

March 1, 1964—June 1, 1967

TRAILER-DRIVERS

UNION: TEAMSTERS LOCAL 377
YOUNGSTOWN, OHIO

COMPANY: ANCHOR MOTOR FREIGHT, INC.

TERMINAL: LORDSTOWN, OHIO

A. It is agreed that employees working in the Classification of trailer drivers shall, as of starting date of employment, work in accordance with the hours, wages, and working conditions set forth in the 1964-1967 Central Conference Area Truckaway, Driveaway, Yard and Shop Agreement.

B. Yardmen seniority shall be determined by the time and date each employees earnings begin as of his last hire-in date. Yardmen shall not bump into any other classification nor shall any employee from another classification exercise seniority in the yard division.

C. Vacation shall be taken to receive pay. If a man does not take his vacation during the year he must take his vacation during model change. Employees shall receive vacation pay at the time of going on vacation. The number of employees who may take a vacation at one time will be determined by the company and the employees will bid by seniority.

D. *Dispatch*

1. Starting Time:

(a) There will be two dispatches each scheduled working day. The starting time will be 5 A.M. and 5 P.M.

(b) Drivers will be scheduled in their seniority order in groups of 15 Minute Intervals. The sizes of each group will be determined by the company in order to dispatch the drivers as quickly as possible according to economics and equipment and dock space availability.

[409] (c) In notifying drivers of schedule changes, the Company shall be required to make local telephone calls only within a twenty mile radius of the Lordstown terminal. The company shall not be responsible to contact any employee if the employee does not have a telephone. The Company will telephone collect, those who live outside the twenty mile radius.

2. Old Loads, Rush Loads and Daylight Deliveries

(a) The most junior men in each dispatch will be dispatched by the Company in order to clean up the old dates and day-lite deliveries daily.

(b) When rush loads are required to be shipped they must be dispatched first. Such loads will be dispatched to the most junior drivers available at the dispatch window at the time of such requirement, unless a more senior driver, available at the dispatch window, desires such load.

(c) Drivers shall not report for work at their home terminal until they have had 8 hours off-duty

time and must report for next dispatch if he has had 12 hours off.

(d) All available loads to be shipped at each dispatch will be in the pick at the start of the respective dispatch with the exception of short loads (up to 81 Miles), which may be added in order to fill out a driver's tour of duty or for available drivers who are starting a tour of duty when there are no other loads to pick from.

(3) Drivers coming off a sleeper or partial assignments:

(a) No driver coming off a sleeper will be permitted to pick a sleeper to fill out his tour of duty.

(b) Drivers coming off a sleeper will have the option of completing their tour of duty.

(c) Drivers returning from a sleeper or partial assignment while a pick is in progress will not be permitted to interrupt the pick in process.

[410] 4. Short Trips:

(a) If a man starts short, he must complete his tour of duty on short loads. A man will not be required to take a load if he has 8 hours working time in.

5. Types of Equipment:

(a) To maintain maximum utilization of equipment, the Company reserves the right to pooled equipment.

(b) Drivers must pick a load that will fit on the available equipment at the time of his pick. The Company will issue the equipment which will be posted.

6. Drivers must return the equipment directly to the terminal after the completion of each tour of duty and any defective equipment must be reported at that time.

7. Drivers, if required to load the equipment or if the equipment is loaded by employees other than drivers, shall be responsible to deliver the motor vehicle as described on the applicable Bill of Lading. Should the driver tender motor vehicles other than described on the Bill of Lading, it shall be his responsibility to return same to the point of origin at no additional expense to the Company.

8. Return of Motor Vehicle Damaged by Driver—If a delivery is refused because of damage due to the driver's negligence then the driver will return that part of the load to the Company Terminal without compensation.

9. Outside Equipment;

It is agreed that not more than 20% of the available loads will be held out of the pick for outside equipment, and these loads will be available only to terminals who will make similar type loads, available to the Lordstown Terminal.

10. Outside terminals will have the right to pick available loads from the pick after the 5 A.M. dispatch has been completed and after the 5 P.M. dispatch is completed providing there are loads available for all men on the Lordstown Terminal Seniority List.

[411] 11. Necessary Changes:

(a) It is mutually understood and agreed that certain changes in the foregoing may be necessary from time to time to take care of an emergency or to accomplish the basic principles intended.

12. When there is Saturday or Sunday work that will not require the whole active seniority list, that is, men working regularly, the most junior men will be required to work if the more senior men do not want to work.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this Mar. 27, 1967.

Teamsters Local Union No. 377	Anchor Motor Freight, Inc.
/s/ John J. Angelo	/s/ R. C. Knapp
/s/ W. Reedy	/s/ E.V.P.
/s/ Graydon Croft	
/s/ Robert Killing	
/s/ Lindsay Worley	
/s/ J. Huggins	

[412] Supplement—Local Rider to the Automobile Transporters Central Conference Area Governing the Actions of Truckaway, Driveaway, and Terminal Employees

March 1, 1964—June 1, 1967

TRAILER-DRIVERS

UNION: TEAMSTERS LOCAL NO. 377, YOUNGSTOWN, OHIO

COMPANY: ANCHOR MOTOR FREIGHT, INC.

TERMINAL: LORDSTOWN, OHIO

The following Truckaway mileage four car rates shall be in effect at Lordstown, Ohio for the period from March 1, 1966 to June 1, 1967.

Miles	3-1-66 to 6-1-67	Example 6 Car Rate
1-5	$3.60	$ 7.75
6-10	4.20	8.50
11-15	5.05	9.50
16-20	5.90	10.50
21-25	6.75	11.50
26-30	7.60	12.50
31-35	8.45	13.50
36-40	10.30	15.50

The mileage rate for delivering of six cars to the east side of Cleveland shall be $19.50. The mileage rate for delivery of six cars to west side of Cleveland shall be $20.50.

The mileage rate for delivery of six cars to east side of Pittsburgh shall be $25.50. The mileage rate for delivery of six cars to west side of Pittsburgh shall be $23.50.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this Mar. 27, 1967.

* * * * *

(Signatures on behalf of Teamsters Local Union No. 377 and Anchor Motor Freight, Inc. omitted in printing.)

[413] Pittsburgh

East Side	*West Side*
Constantin Pont.	
Brown Motors	
Downtown Motors of Pitts.	
Book Cheve.	
Joe Hoebler Cheve.	
Don Allen Cheve.	
Kenny Ross Cheve.	
Homestead, Pa.	Bellvue, Pa.
Squirrel Hill, Pa.	McKees Rocks, Pa.
Penn Hills, Pa.	Carnegie, Pa.

EXHIBIT 4

[414] UNITED STATES DISTRICT COURT
Northern District of Ohio
Eastern Division

Case No. C67-870

WILLIAM WHITTEN,
Plaintiff,

vs.

ANCHOR MOTOR FREIGHT, INC., *et al.*,
Defendants.

Case No. C68-252

WILLIAM SCOTT,
Plaintiff,

vs.

ANCHOR MOTOR FREIGHT, INC., *et al.*,
Defendants.

Defendant Anchor Motor Freight, Inc.'s Answers to Interrogatories

Defendant, Anchor Motor Freight, Inc., by Daniel L. Sandy, who is the Director of Labor Relations, being first duly sworn and authorized, says that the following answers to plaintiffs' interrogatories are true as he verily believes:

INTERROGATORY NO. 1

State the names and last known addresses of each employee of the company who was employed by the com-

pany at Norwood, Ohio, and subsequently was re-employed by the company at Lordstown, Ohio, during the years 1965 and 1966 (hereinafter referred to as "ex-Norwood drivers").

ANSWER: Fifty-seven Norwood men re-employed.

Walter Reedy, 18240 Lillian Drive, Lake Milton, O. 44429

Floyd Hatcher, R.F.D. #1, Newton Falls, O. 44444

Jack Patton, 438 Featherwood Dr., Harrison, O. 45030

John R. Jones, 1554 W. Loveland Ave., Loveland, O. 45140

George Mead, Box #1121, Warren, O. 44400

John Bresser, 7 Bustetter Dr., Florence, Ky. 41042

Chester Hammell, R.F.D. #1, Lynchburg, O. 45142

Lotion Yarber, 7001 Clough Pike, Cincinnati, O. 45244

Earl Wilson, 10781 Sharondale Rd., Cincinnati, O. 45200

Michael Geraci, 5755 Nightingale Ct., Cinn., O. 45227

William Wisser, 513 Maple Dr., Reading, O. 45215

William Chamberlin, 4062 Glenbar Ct., Cinn., O. 45236

Harold Wesley, 5230 Carthage Ave., Norwood, O. 45212

Edward Vickery, 17 Thrush Dr., Lake Milton, O. 44429

Samuel Reed, 1686 Hudepohl, Cincinnati, O. 45200

Charles Thompson, 2608 LaGrande, Huntsville, Fla. 35800

Cecil Gregory, 5145 Sterling St., Youngstown, O. 44500

Donald Cornett, 7795 Jolain Dr., Montgomery, O. 45242

Frank Battreall, 3824 Elljay Dr., Sharonville, O. 45241

Henry Winburn, Dixie View Trailer Ct., Erlanger, Ky. 41018

Clyde Durham, 5207 Hunter, Norwood, O. 45212

John Hughes, 1441 E. McMillen Ave., Cincinnati, O. 45200

Garrett Combs, 9 Thrush Dr., Lake Milton, O. 44429

Robert Hall, 1826 Yorktown Rd., Cincinnati, O. 45200

John DeVore, R.F.D. #1, Box #10, North Jackson, O. 44451

George Ottley, 1793 Yorktown Rd., Cincinnati, O. 45200

Austee Tucker, 3564 Harrow Ave., Cincinnati, O. 45200

William Scott, 25 Toni Terrace, Ft. Thomas, Ky. 41075

Berry Woodall, 3928 Lindley Ave., Norwood, Ohio 45212

Eugene Thatcher, 5371 Shelbourne Dr., Cincinnati, O. 45200

William Whitten, R.F.D. #1, Overlook Dr., Milford, O. 45150

Robert Chitwood, 808 Kenridge Dr., Ludlow, Ky. 41016

Francis Ball, 6907 Roe St., Cincinnati, O. 45200

Arthur Ritchie, R.F.D. #2, Winchester, O. 45697

Eugene Adams, P.O. Box #26, Weisburg, Ind. 47044

Arvil Kitts, 83A Maple Dr., Newton Falls, O. 44444

Matthew Forrest, 248 Fairgreen, Youngstown, O. 44504

Richard McDaniel, 5028 Kingsley Dr., Cincinnati, O. 45200

James Hopkins, 9301 Cornell, Taylor, Mich. 48180

George Landsaw, 6988 Bridges Lane, Cinn., O. 45230

Jack Jones, Jr., P.O. Box #191, Lake Milton, O. 44429

Charles Haggard, 1899 Reading Rd., Cinn., O. 45200

Clifford Rogers, 607 E. Main West Union, O. 45693

Arthur Drockelman, R.F.D. #1, Sunman, Ind. 47041

Luther Day, 408 E. Main St., Mt. Orab, O. 45154

J. D. Thompson, P.O. Box #68A, Lavalette, W.Va. 25535

Herbert Heflin, 2241 Hannaford Ave., Norwood, O. 45212

Farris Marcum, 2355 Norwood Ave., Cincinnati, O. 45200

Clyde Atkins, 651 Notre Dame, Austintown, O. 44515

Eugene Albans, Box #202, So. Columbus St., Somerset, O. 43783

Burtice Hines, 14963 Akron-Youngstown Rd., Diamond, O. 44412

Stanley Carpenter, 203 Christopher, Aberdeen, O. 45101

Carlos Fugett, R.F.D. #2, Hallock-Young Rd., Warren, O. 44400

Billy Edmiston, 4009 Carter Ave., Cinn., O. 45212

William McMath, 42 W. Church St., Newton Falls, O. 44444

Lindsay Worley, 3312 Red Fox Run Dr., Warren, O. 44400

Ress Beatty, 656 Western Ave., Covington, Ky. 41000

INTERROGATORY NO. 2

With respect to the "ex-Norwood drivers" set forth in paragraph 1 above, state:

(a) the names of those employees whose employment with the company was terminated during the years 1965, 1966 and 1967;

ANSWER: 2.(a) Twenty-five men terminated or quit.

Harold Wesley
Samuel Reed
Frank Battreall
Clyde Durham
John Hughes
Robert Hall
George Ottley
Austee Tucker
William Scott
William Whitten
Francis Ball
Ralph McDaniel
James Hopkins
Charles Haggard
Clifford Rogers
Luther Day
J.D. Thompson
Farris Marcum
Eugene Albans
Burtice Hines
Stanley Carpenter
Carlos Fugett
Billy Edmiston
Lindsay Worley
Ress Beatty

EXHIBIT 5

[418] National Master Automobile Transporters Agreement Covering Truckaway, Driveaway and Local Agreements for the Period of June 1, 1967 to June 1, 1970

[419] ARTICLE 32.

Discharge or Suspension

The Employer shall not discharge or suspend any employees without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of same to the Union affected, except that no warning notice need be given to an employee before he is discharged, if the cause of such discharge is dishonesty or drunkenness or recklessness resulting in serious accident while on duty, or the carrying of unauthorized passengers. The warning notice as herein provided shall not remain in effect for a period longer than outlined in the "Uniform Rules and Regulations." Discharge must be by proper written notice to the employee and the Union affected. The Local Union may request a hearing as to an employee's discharge, suspension or any disciplinary action. Should such hearing prove that an injustice has been done an employee, he shall be reinstated. The National Automobile Transporters Joint Arbitration Committee, Central, Eastern, or Western Conference Automobile Transporters Joint Arbitration Committee and/or the Joint State or City Automobile Transporter Grievance Committee shall have the authority to order full, partial or no compensation for time lost. Appeal from discharge, suspension or warning notice must be taken within ten (10) days by written notice, and a decision reached within thirty (30) days from the date of discharge, suspension or warning notice. If the employee involved is not within the home terminal area when the action of discharge, suspension or warning notice is taken, the ten (10) day period will start from the date of his return to the home terminal. If no decision has been rendered on the appeal within thirty (30) days, the case shall then be taken up as provided for in ARTICLE 7 of the National Master Automobile Transporters Agreement. "Uniform Rules and Regulations" with respect to disciplinary action covering the Conference as approved by the Joint Conference Committee shall prevail in the application and interpretation of this Article regardless of any provisions of this Agreement to the contrary.

EXHIBIT 6

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 432 For Room

No. 9 (Date) 5/23/67

From Adams Fairy Dairy

THANK YOU

J. D. Robinson
CLERK

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 432 For Room

No. 7 (Date) 5/23/67

From A.J. Cartwright

THANK YOU

J. D. Robinson
CLERK

A.J. Cartwright

REGISTRATION CARD

NAME Lawrence E. Patrick Jr.

STREET

CITY Lucasville STATE Ohio

REPRESENTING Thomson Motors

Car License State

Make of Car No. in Party 2

NOTICE TO GUESTS:—This property is privately owned and management reserves right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind.

Date 5/23/67 Rate Total 10 00

Tax (if any) 40

Form No. 11 — Butler Enterprises, Inc., Winston-Salem, N. C. Amount Paid 10 40

ROOM 9

NAME

DAYS OCCUPIED — S M T W T F S — TOTAL RATE

BEST COPY AVAILABLE

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 932 For Room

No. 10 (Date) 5/10/67

From Edwards

THANK YOU

J. D Rubin
CLERK

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 832 For Room

No. 9 (Date) 5/10/67

From Carlos Jewett

THANK YOU

J. D Rubin
CLERK

REGISTRATION CARD

NAME Carlos Jewett

STREET Peoria

CITY Londonderry STATE Ohio

REPRESENTING Purchase Mfg. Supply

Car License _____ State _____

Make of Car _____ No. In Party _____

NOTICE TO GUESTS:—This property is privately owned and management reserves right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind.

Date 5/10/67 Rate _____ Total 12 00

Tax (if any) 48

Form No. 11 — Butler Enterprises, Inc., Winston-Salem, N. C. Amount Paid 12 48

ROOM 9 NAME

DAYS OCCUPIED

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 832 For Room

No. 1 (Date) 5/15/67

From Eugene Gilbert

THANK YOU

J. D Rubin
CLERK

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 832 For Room

No. 6 (Date) 5/15/67

From B Hines

THANK YOU

J. D Rubin
CLERK

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 832 For Room

No. 7 (Date) 5/15/67

From D. O Crawford

THANK YOU

J. D Rubin
CLERK

REGISTRATION CARD

NAME Eugene Gilbert

STREET 4th Cleveland Ave.

CITY Newton Falls STATE Ohio

REPRESENTING Purchase Mfg. Supply

Car License _____ State _____

Make of Car _____ No. In Party 3

NOTICE TO GUESTS:—This property is privately owned and management reserves right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind.

Date 5/15/67 Rate _____ Total 15 60

Tax (if any) _____

Form No. 11 — Butler Enterprises, Inc., Winston-Salem, N. C. Amount Paid 15 60

ROOM 1 NAME

DAYS OCCUPIED

Towne Mancr Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 832 For Room

No. 12 (Date) 5/24/67

From B. Hines

THANK YOU

J. D. Rogers
CLERK

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 832 For Room

No. 9 (Date) 5/24/67

From Eugene Albert

THANK YOU

J. D. Rogers
CLERK

REGISTRATION CARD

NAME Eugene Albert & B Hines

STREET Pinebrook Lives

CITY Newton Falls STATE Ohio

REPRESENTING Quaker State Wire Freight

Car License _____ State _____

Make of Car _____ No. in Party 2

NOTICE TO GUESTS:—This property is privately owned and management reserves right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind.

Date 5/24/67 Rate _____ Total 12 00

Tax (if any) 48

Form No. 11 — Butler Enterprises, Inc., Winston-Salem, N. C. Amount Paid 1248

ROOM 9 NAME

DAYS OCCUPIED

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 932 For Room

No. 6 (Date) 5/22/67

From E. Allen

THANK YOU

J. D. Rogers
CLERK

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 832 For Room

No. 5 (Date) 5/22/67

From Burt Hines

THANK YOU

J. D. Rogers
CLERK

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 832 For Room

No. 7 (Date) 5/22/67

From C. Rogers

THANK YOU

J. D. Rogers
CLERK

E. Allen & C. Rogers

REGISTRATION CARD

NAME Burt Hines

STREET _____

CITY Fordstown STATE Ohio

REPRESENTING Quaker State Wire Freight

Car License _____ State _____

Make of Car _____ No. in Party 3

NOTICE TO GUESTS:—This property is privately owned and management reserves right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind.

Date 5/22/67 Rate _____ Total 15 00

Tax (if any) 00

Form No. 11 — Butler Enterprises, Inc., Winston-Salem, N. C. Amount Paid 15 00

ROOM 5 NAME

DAYS OCCUPIED

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 8.32 For Room

No. 6 (Date) 5/23/67

From ALPHE PATCH

THANK YOU

J. D. Rykert
CLERK

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 8.32 For Room

No. 10 (Date) 5/23/67

From GRAYDON H. CROFT

THANK YOU

J. D. Rykert
CLERK

REGISTRATION CARD Alphe Patch

NAME GRAYDON H. CROFT

STREET

CITY LORDSTOWN STATE OHIO

REPRESENTING ANCHOR MOTOR FREIGHT

Car License State

Make of Car No. in Party 2

NOTICE TO GUESTS:—This property is privately owned and management reserves right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind.

Date 5/23/67 Rate Total 16 00

Tax (if any) 40

Form No. 11 — Butler Enterprises, Inc., Winston-Salem, N. C. Amount Paid 16 40

ROOM 10 NAME

DAYS OCCUPIED

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 7.26 For Room

No. 10 (Date) 4/14/67

From Vincent Ferrara

THANK YOU

J. D. Rykert
CLERK

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 7.26 For Room

No. 3 (Date) 4/14/67

From B. HINES

THANK YOU

J. D. Rykert
CLERK

REGISTRATION CARD

NAME Vincent Ferrara

STREET

CITY Fostoria STATE Ohio

REPRESENTING Anchor Motor Freight

Car License State

Make of Car No. in Party 2

NOTICE TO GUESTS:—This property is privately owned and management reserves right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind.

Date 4/14/67 Rate Total 16 00

Tax (if any) 40

Form No. 11 — Butler Enterprises, Inc., Winston-Salem, N. C. Amount Paid 16 40

ROOM 10 NAME

DAYS OCCUPIED

EXHIBIT 7

ANCHOR MOTOR FREIGHT, INC.
P.O. BOX 68
WARREN, OHIO 44482

5/31/67

To whom it may concern.

I Anthony Pagano have signed receipts for the men at Anchor Motor Freight who have stayed at the Town Manor Motel and on pages attached to this letter is three pages which consist of all moneys recived by Anchor drivers during the months of April and May and I am willing to have this notorized to assure all concerned that this is accurate. I manage the motel in my brother-in-laws absence and it is with his permission that this list has been compiled.

Anthony Pagano

Subscribed and sworn to before me this 31st day of May 1967

Rose Argulski
ROSE ARGULSKI
NOTARY PUBLIC, State of N. Y., Genesee Co. No. 2,
Commission Expires March 30, 19[illegible]

PAGE 1

PHONE 343-3360

TOWNE MANOR MOTEL & APTS.
471 W. MAIN STREET BATAVIA, NEW YORK

NOBLE WE PARTCH
LARDSTOWN OHIO
4/7/67 $7.28

BURTICI HINES
LORDSTOWN OHIO
4/11/67 7.28

EUGENE ALBAN
NEWTON FALLS OHIO
4/11/67 7.28

EUGENE ALBAN
NEWTON FALLS OHIO
4/14/67 7.28

VINCINT MARIANO
4/14/67 $10.40 NO-IN PARTY 2

Anthony Pagano
Andrew Statnik
5/31/67 Rose Argulski

ROSE ARGULSKI
NOTARY PUBLIC, State of N.Y., Genesee Co. No. 2,
Commission Expires March 30, 19[illegible]

CHESTER HOMMELL
4/14/67 728

VINCINT MARIANO
4/12/67 NO-IN
832 PARTY 2

BURTiso HINES
4/20/67 8.32

HINES - ALBAN
4/25/67 #10.40 NO-IN
PARTY 2

EUGENE ALBAN
4/28/67 728

PAGE 2

PHONE 543-3360

TOWNE MANOR MOTEL & APTS.
471 W. MAIN STREET BATAVIA, NEW YORK

BURT HINES
LORDSTOWN OHIO
5/17/67 #8.32

NOBHE W. PARTCH
LORDSTOWN OHIO
5/17/67 832

FRANK BALL
BX 69
WARREN OHIO
5/16/67 #832

CARLOS JUGETT
YORDST OHIO
5/15/67 - #832

Anthony Pagano
Andrew Shubrick
5/31/67

ROSE ANGULSKI
NOTARY PUBLIC, State of N.Y., Genesee Co. No. 8
Commission Expires March 30, 19[illegible]

BEST COPY AVAILABLE

CARLAS FOGELF J. WORLEY
LORDSTOWN OHIO
5/10/67 . 12.48 No. IN PARTY

EUGENE ALBAN
NEWTON FALLS OHIO
5/15/67 15.60 No IN PARTY 3

CHAS THOMPSON
WARREN OHIO
5/10/67 $8.32

JAMES E HUGGINS
LARDSTOWN OHIO
5/5/67 #7.28

BURT HINES ART CARTWRIGHT
LORDSTOWN OHIO
5/5/67 #1248. No. IN PARTY 2

PHONE 343-3360 PAGE 3

TOWNE MANOR MOTEL & APTS.
471 W. MAIN STREET BATAVIA, NEW YORK

WM McMATH
LORDSTOWN - OHIO
ANCHOR MOTOR FREIGHT
5/26/67 - $8.32

RED HINES
5/26/67 832

EUGENE ALBAN - B HINES
Cleveland Ave
NEWTON FALLS OHIO
ANCHOR MOTOR FREIGHT
5/24/67 #1248

CARLOS FOGELT
LORDSTOWN OHIO
8/24/67 $832

5/31/67
Anthony Pagano Anne Angelski
Andrew Klubnik

KUSE ARCULSKI
NOTARY PUBLIC, State of N.Y., Comm. expires March 30, 19

NOISHE PARTCH
GRAYDOW H CROFR
LORRSTOWN OHIO
5/23/67 10 40

ART CARTORIGHT
JAMES FITZ PATRICK
LARCLSTOWN OHIO
ANCHOR MOTOR
9/1040

WM MC MOTH
LAIDSTOWN OHIO
#8.32

C. ALBAW & C. ROGERS
BURT HINES
LARDSTOWN OHIO
5/22/67 - #16 60

No IN-PARTY
5

EXHIBIT 8

ANCHOR MOTOR FREIGHT, INC.
P.O. BOX 69
WARREN, OHIO 44482

May 31-1967

To Whom it May Concern:

I Joseph D Rispoli verify that the information Notarized has been ~~with~~ to My knowledge Compiled by Anthony Pagano and myself is correct.

Joseph D. Rispoli

Eugene Alton 5/31/67 # 8 32
Carlos Wright 5/31/67 # 8 32
Wm. Mc Moth 5/31/67 # 8 32

Statement:

On the evening of 5/15/67. D. Crawford, B. Hines and E. Albans paid $ 5.20 each for lodging.
Furthermore E. Albans was the only one who registered. D. Crawford, B. Hines and E. Albans were given a receipt each in the amount of $ 8.32.

Joseph D. Repicci.
State of New York. 6/3/67 6 o- P.M
County of Genesee.
City of Batavia
Sworn to before me this 3rd day of June 1967.
Fred A Quen.
Notary Public
2Cy 3/31/68

State of New York

County of Genesee

Joseph D. Repicci, being duly sworn, deposes, and says that he is the owner of Town Manor Motel and Apartments in Batavia, New York. That he has been the owner of this motel since 1961.

Mr. Repicci further says that in his position as owner and clerk he has been in charge of assigning rooms and collecting room rentals from drivers of Anchor Motor Freight, Lordstown, Ohio Division.

Mr. Repicci further says that on many occasions Anchor Motor Freight Drivers have been assigned two to a room, with just one driver registering.

Mr. Repicci further says that on many occasions he has received payment from one person and given two separate inflated receipts as they requested.

Mr. Repicci states that this was done to prevent the drivers from going to other motels.

State of New York

Joseph D Repicci
Joseph D. Repicci, Owner

Subscribed and Sworn to before me this 5th day of June 1967

Rose Argulski

ROSE ARGULSKI

EXHIBIT 9

Minutes of Meeting

[437]

NATIONAL AUTOMOBILE TRANSPORTERS LABOR DIVISION
SUITE 1700—ONE WOODWARD AVENUE
DETROIT, MICHIGAN 48226
Area Code 313 962-8920
Divisions:
Automobile Transporters Eastern Conference
Automobile Transporters Central Conference
Automobile Transporters Western Conference

MINUTES OF MEETING OF THE
CENTRAL CONFERENCE
AUTOMOBILE TRANSPORTERS JOINT ARBITRATION COMMITTEE
HELD WEDNESDAY AND THURSDAY, JULY 26 AND 27, 1967
AT THE PICK-FORT SHELBY HOTEL
LAFAYETTE BLVD. AT FIRST STREET, DETROIT, MICHIGAN

NOTE: The principals on the Committee who were involved in a particular case were excused from the meeting room during the period in which their case was being decided.

DOCKET NO.

* * * * *

[438]

41. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. DISCHARGE—Request of Driver Eugene Alban for reinstatement with full seniority and pay for all time lost.

AND

42. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. DISCHARGE—Request of Driver Arthur Cartwright for reinstatement with full seniority and pay for all time lost.

AND

43. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. DISCHARGE—Request of Driver Dwain O. Crawford for reinstatement with full seniority and pay for all time lost.

AND

44. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. DISCHARGE—Request of Driver Graydon H. Croft, Jr. for reinstatement with full seniority and pay for all time lost.

AND

45. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. DISCHARGE—Request of Driver James Fitzpatrick for reinstatement with full seniority and pay for all time lost.

AND

46. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. DISCHARGE—Request of Driver Carlow T. Fugett for reinstatement with full seniority and pay for all time lost.

AND

47. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. DISCHARGE—Request of Driver Burtice A. Hines for reinstatement with full reinstatement with full seniority and pay for all time lost.

AND

48. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. DISCHARGE—Request of Driver Vincent Mariano for reinstatement with full seniority and pay for all time lost.

AND

49. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. DISCHARGE—Request of Driver Noble W. Partch for reinstatement with full seniority and pay for all time lost.

AND

50. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. DISCHARGE—Request of Driver Clifford Rogers for reinstatement with full seniority and pay for all time lost.

AND

51. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. DISCHARGE—Request of Driver Lindsay Worley for reinstatement with full seniority and pay for all time lost.

[439]

THE COMPANY AND THE LOCAL UNION AGREED THAT CASES 41 THROUGH 51 COULD BE HEARD ON JOINT RECORD; HOWEVER, EACH OF THE GRIEVANTS WAS ALLOWED TO PRESENT ANY SPECIFIC FACTS PERTAINING TO HIS OWN CASE. AT THE CONCLUSION OF THE HEARING, THE FOLLOWING DECISION WAS RENDERED:

DECISION: The Committee held, by majority vote, as follows:

Based on the facts, evidence and statements presented with respect to these 11 cases, the discharges of Drivers Eugene Alban, Arthur Cartwright, Dwain O. Crawford, Graydon H. Croft, Jr., James FitzPatrick, Carlos T. Fugett*, Butrice A. Hines, Vincent Mariano, Noble W. Partch, Clifford Rogers and Lindsay Worley are upheld.

*Corrected spelling

52. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. Back pay claim of Driver Eugene Alban in amount to be determined due to alleged violation occurring on or about 5/16/67.

SETTLED AND WITHDRAWN WITH THE UNDERSTANDING THAT THE COMPANY WILL PAY THE 4-CAR RATE SINCE THE TRAILER WAS FILLED TO CAPACITY.

53. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. Back pay claim of Driver Eugene Alban in amount to be determined due to alleged violation of seniority on or about 4/10/67.

DECISION: By majority vote, the Committee denied this claim based on the facts presented; however, the Company and the Union shall get together and clarify their dispatch rules immediately.

54. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. Back pay claim of Yardmen Joseph Berkos and Michael Italiano for time lost due to alleged violation of the contract on or about 5/4/67.

WITHDRAWN.

55. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. Back pay claim of Driver Chas. L. Campbell in amount to be determined due to alleged violation of dispatch procedure occurring on or about 6/6/67.

DECISION: By majority vote, the Committee denied the back pay claim of Driver Chas. L. Campbell because the Company was not in violation of its dispatch procedure.

56. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. Back pay claim of Driver Chas. L. Campbell in the amount of difference in pay between load to Willoughby, Ohio and Rochester, N.Y. due to alleged violation of dispatch procedure on or about 6/1/67.

SETTLED AND WITHDRAWN WITH THE UNDERSTANDING THAT THE COMPANY WILL PAY THE DRIVER AN ADDITIONAL $22.31.

57. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. Back pay claim of Driver Robert Chitwood in the amount of Chattanooga, Tenn. trip due to alleged violation occurring on or about 4/10/67.

[440]

DECISION: By majority vote, the Committee denied this claim based on the facts presented; however, the Company and the Union shall get together and clarify their dispatch rules immediately.

58. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. Back pay claim of Driver Arthur E. Drochelman in amount to be determined due to alleged violation of seniority on or about 4/10/67.

DECISION: By majority vote, the Committee denied this claim based on the facts presented; however, the Company and the Union shall get together and clarify their dispatch rules immediately.

59. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. Back pay claim of Driver Matthew Forrest in amount to be determined due to alleged violation of seniority on or about 4/10/67

DECISION: By majority vote, the Committee denied this claim based on the facts presented; however, the Company and the Union shall get together and clarify their dispatch rules immediately.

60. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. Back pay claim of Yard Man Robert J. Gallagher in amount of 3 days' pay due to alleged violation of seniority on or about 7/8/67.

DECISION: By unanimous vote, the Committee held that the Company shall not work any employee a split shift. With respect to this particular case, the Company shall pay Yard Man Robert J. Gallagher six hours at time and one-half because they worked him two split shifts.

61. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. Request of Driver Charles V. Thompson for cancellation of warning notice and pay for 4 days' disciplinary time off due to alleged violation occurring on or about 4/23/67.

AND

62. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. Back pay claim of Driver Charles V. Thompson in the amount of $43 per day for time lost due to alleged violation on or about 5/8/67.

THE ABOVE TWO CASES 61 AND 62 WERE HEARD ON JOINT RECORD AND THE FOLLOWING DECISION RENDERED:

DECISION: By unanimous vote, the Committee held that these two cases were improperly on the Docket.

63. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. VOLUNTARY QUIT—Request of Driver Joseph N. Vance for reinstatement with full seniority and pay for all time lost.

DECISION: By majority vote, the Committee denied the request of Driver Joseph N. Vance for reinstatement based on the facts and evidence presented.

64. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. Complaint of Wm. H. Vitatoe concerning failure of Company to furnish transportation for release crew.

WITHDRAWN.

[441]

65. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. Back pay claim of Driver Lindsay Worley in amount to be determined due to alleged violation of seniority on or about 4/10/67.

DECISION: By majority vote, the Committee denied this claim based on the facts presented; however, the Company and the Union shall get together and clarify their dispatch rules immediately.

66. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. Request of Driver Lindsay E. Worley for pay at time of reporting for dispatch on or about 5/8/67.

DECISION: By majority vote, the Committee denied the back pay claim of Driver Lindsay E. Wor-

ley. However the Company should stagger the starting time so that the men will not be kept waiting at the window for assignment of their loads.

67. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. Back pay claim of Driver Lindsay E. Worley in amount to be determined due to alleged violation of Sec. 2, Par. D and Sec. 4, Par. A of Local Rider, arising on or about 6/6/67.

DECISION: By unanimous vote, the Committee held that, if a rush load arises while a dispatch is open, it may be added to the list of available loads immediately. Therefore the back pay claim of Driver Lindsay E. Worley is denied.

68. *Local Union No. 377 (Youngstown) vs. Anchor Motor Freight, Inc.*

Re. Request of Committeeman Lindsay Worley for clarification of how many miles constitute a sleeptrip.

DECISION: By unanimous vote, the Committee held that this case is improperly before this Committee.

* * * * *

EXHIBIT 10

[443]

Statement of Joseph Repicchi As Related to Lauren Rachlin, Esq. at the Towne Manor Motel Office at Approximately 10:45 P.M. on the 19th of October, 1967.

Questions by Mr. Rachlin:

Q. My name is Lauren D. Rachlin, I am an attorney representing eleven drivers of the Anchor Motor Freight Company. They are involved in a grievance proceeding arising out of their discharge by the Anchor Motor Freight Company. This is Mrs. Louise Steinhoff who is a Court Reporter and a Notary Public in the State of New York. I would like to ask you some question concerning the facts that allegedly led up to the discharge of my client. I would also like to have your statement sworn if you are willing to do so. A. Yes, I am.

Mr. Repicchi was duly sworn by Louise M. Steinhoff, Notary Public, County of Erie, State of New York.

By Mr. Rachlin:

Q. Mr. Repicchi, are you the owner and manager of the Towne Manor Motel and Apartments on Route 5 at 471 West Main Street, Batavia, New York? A. Yes, I am.

Q. And are you personally acquainted with the following **[444]** men: Vincent Mariano, Butrice Hines, Arthur Cartwright, James Fitzpatrick, Lindsay Worley, Carlos Fugett, Craydon H. Croft, Nobel Partch, Eugene Alban Dwain Crawford and Clifford E. Rogers? A. No.

Q. You don't know them personally? A. No.

Q. You don't have any individual recollection of any of these men, do you sir? A. Well, I may have seen them around. I see a million of these men around but I don't know them and I wouldn't if I saw them again.

Q. Do you know any of these men by their name? A. No, I don't.

Q. Do you have many truck drivers coming in? A. Oh, yes.

Q. Approximately how many? A. Between 60 and 90 a month, there's at least a couple every day.

Q. Do you work at the motel yourself, sir? A. Do I work here? Yes.

Q. Do you spend time here at the motel on a regular shift? A. I spend five nights a week here from 8:00 P.M. to 12:00 **[445]** midnight.

Q. That is Monday through Friday? A. Yes.

Q. Is that the only time you are here on those days? A. Yes.

Q. Other than that is there a clerk on duty? A. Yes.

Q. Would you describe your registration procedure for me? A. Well, when one enters and signs for a room, first they ask the price and we tell them and they sign.

Q. What is signed? A. They sign a registration.

Q. Is it a book? A. No, this is it, it's a card.

Q. It is a card with a receipt attached? A. That's right.

Q. Do they pay the money at that time? A. Yes.

Q. Then what happens? A. They pay us the money and we give them the receipt and the key.

Q. On occasions are there more than one person registered for a room? **[446]** A. Sometimes but not too often.

Q. When you have two men such as truck drivers registering for a room will they each sign a card for the room? A. No. If it is one company the one will sign his name and the other fellow will sign the same card.

Q. How many receipts do they get? A. We give two separate receipts but sometimes only one if that's what they ask for.

Q. Does it occasionally happen that one truck driver will register for a room but more than one driver will use the room and more than one driver will pay for the room and be given separate receipts? A. Yes, it has happened.

Q. It is not unusual in your practice, is it? A. No.

Q. Has it ever happened that a truck driver will register for a room and another truck driver come in later and use the room and pay for it without signing the card? A. Yes, it has happened where one driver will come in and another one will share the room and pay for it but will not sign the card if they are with the same company.

Q. If they are with the same group? A. Yes, yes.

[447] Q. That would not be unusual either? A. No.

Q. Has it ever happened that a truck driver will call ahead and ask you to hold a room for him? A. Yes.

Q. What is your procedure in that case? A. I would tell him on the phone when he calls, I will have room number so and so, whichever it is with the key in the door for him and that he will have his receipt on the desk in the room and he can leave the money on the desk. That is exactly what I have done. There is no one here after midnight on duty.

Q. You would make out the receipt for whatever the regular rate is for the room? A. That's right .

Q. In the morning would you pick up the money? A. No, the clerk would pick it up.

Q. You would have no way of knowing how much money is actually left then? A. No.

Q. For persons registering between the hours of 8:00 P.M. and 12:00 Midnight and paying the money at that time, you would be the one to give them the receipt at that time, right? **[448]** A. Yes.

Q. And for persons registering at any other time your clerk would make the receipt out, is that right? A. Yes.

Q. Was it the practice of the clerk to sign your name or his name? A. Sometime he signed my name and sometime he signed his name. I never took particular notice of what he did.

Q. Did there come a time when some representative of Anchor Motor Freight Company came to your motel, sometime in early June of this year and asked you about receipts that had been given to certain drivers? A. Yes.

Q. Would you tell me what was said? A. When this fellow came in I wasn't here. I do carpenter work and the clerk was here. He talked to my clerk.

Q. And did the clerk then call you over? A. Yes.

Q. You don't know what was said to your clerk? A. No.

Q. When you got here what did the man say to you? A. He said that they were having trouble with the men and that they were investigating the receipts. That the **[449]** stubs, the receipts were higher than what they were paying us. On some occasions when we rent out a room, if we run out of single rooms we give them a larger room, we still give them the room for the same amount as the single room but I give them a receipt for the amount of the single room. If the guys are good enough to bunk in together I still give them the receipt for the single room.

Q. Can you give me a concrete example of this? A. If a man wants a single room it is $7.00 per room. When I run out of single rooms I put two fellows in a large room with two large beds and charge them $7.00 each, I give them the receipt for $7.00 and then I would refund them a $1.00 because they were good enough to bunk together.

Q. Did you do that every time, in every case with truck drivers? A. No.

Q. Was your clerk aware that you had done this on some occasions? A. Yes.

Q. Now, sir, you gave a certain statement to Anchor Motor Freight Company and I am now referring to the statement: **[450]** "On the evening of 4-14-67 V. Mariano and B. Hines paid $5.20 each for lodging. Furthermore V. Mariano was the only one who registered. V. Mariano and B. Hines were given a receipt each in the amount of $7.28." This statement is signed by Joseph D. Repicchi and dated June 3rd, 1967. Do you have any personal knowledge whatever of that event? A. No. They had shown me something—

Q. The only way you would have had that knowledge would be from your registration records, is that right? A. That's right.

Q. In that statement where you say that V. Mariano and B. Hines paid $5.20 each for the lodging, is that based on a personal recollection of the event or was that based upon what was written on the registration card? A. It was on the registration card. I don't recall seeing these fellows at the time.

Q. If these fellows registered at some time other than the hours between 8:00 P.M. and 12:00 Midnight you would not have prepared that registration card would you, sir? A. No, I wouldn't.

Q. Who normally makes the notation on the card as to the amount paid for the room? **[451]** A. The clerk.

Q. Does the person registering ever see the amount written down on the card? A. He might and he might not.

Q. Is it possible then sir, that V. Mariano and B. Hines in fact paid $7.28 on April 14th, 1967 and the clerk made an entry of $5.20 as having been paid by them and the clerk having retained the difference? A. It could be possible.

Q. And the clerk knowing that you did not object to that policy would be perfectly safe wouldn't he? A. That's right.

Q. And there would be no way you would know that? A. No.

Q. And you wouldn't raise any question about that, and the men may well have paid $7.28? A. That's right.

Q. So then your statement to the effect that V. Mariano and B. Hines paid $5.20 each for the lodging should be corrected to read: "according to a registration card which may not have been completed in the presence of V. Mariano and B. Hines," is that not correct sir? [452] A. Yes.

Q. In that same statement you mentioned that V. Mariano was the only one who registered for the room? A. Yes.

Q. That would not be an unusual practice would it? A. No.

Q. If the other man was going to try to cheat you, he would not have paid anything would he? A. That's right.

Q. Would there be any way of knowing if he didn't pay or didn't register for the room? A. No, I wouldn't know. I wouldn't have any way of knowing it.

Q. Now, Mr. Repicci, Arthur Cartwright and James Fitzpatrick allegedly each submitted to the Company motel receipts from your motel in the amount of $8.32 for rooming on May 23rd, 1967, but the total expense for that occupancy was allegedly $10.40. Do you have any specific recollection of that event? A. No, I don't.

Q. And unless they registered on that date between the hours of 8:00 P.M. and 12:00 Midnight the receipt that was made out would have been made out by the clerk, right? [453] A. That's right.

Q. And again you would have no personal knowledge of the actual price paid by the men? A. No.

Q. You can only state what is shown on the receipt? A. That is exactly right.

Q. Again could it have been possible that the clerk could have written down an amount other than the amount that was actually paid by the men? A. It could be done that way, yes.

Q. And you would have no knowledge of it? A. None whatever.

Q. And you would have no knowledge of the actual amount of money paid by these men? A. None at all.

Q. Are you always on duty between the hours of 8:00 P.M. and 12:00 Midnight five days a week? A. Not always. I sometimes don't get here but usually I am here.

Q. Then it is even possible sir on some occasions that a clerk might have been on duty between the hours of 8:00 P.M. and Midnight? A. Yes, there have been occasions.

[454] Q. Between Monday and Friday? A. Yes, there have been occasions.

Q. Now, sir, Lindsay Worley and Carlos Fugett allegedly each submitted a motel receipt in the amount of $8.32 for lodging incurred at your motel on May 10, 1967, and the total expense for that occupancy allegedly was $12.48. Do you have any specific recollection of that event? A. No, I don't.

Q. Unless these two men in fact registered during the hours of 8:00 P.M. and 12:00 Midnight the receipts upon which you base your knowledge would have been issued by the clerk? A. Yes, sir.

Q. And you would have no personal knowledge of the amount actually paid by these men? A. No.

Q. So if you said each driver paid $6.24 you are only stating what the receipts indicate, is that right? A. That is exactly it.

Q. And would it be possible that the clerk could have written down an amount other than that which was actually paid by the men? **[455]** A. That is possible.

Q. You have no knowledge of the amount paid by these two men? A. None.

Q. Now sir, Craydon H. Croft and Nobel Partch, allegedly submitted to the Anchor Motor Freight Company receipts from your motel each in the amount of $8.32 for lodging on May 23rd, 1967 and the total expenditure for that lodging was allegedly $10.40 which would indicate each man paid $5.20. Do you have any specific recollection of that event? A. No, I don't.

Q. And unless they registered between the hours of 8:00 P.M. and 12:00 Midnight the receipt would have been made out by the clerk, is that right? A. That's right.

Q. And in fact it is possible that a receipt was made out by the clerk if they registered between those hours and you were not here? A. That is correct.

Q. You have no personal knowledge of the amount paid by these two men? A. I really don't know.

[456] Q. If you stated each driver paid $5.20 you are only stating what was stated on the receipt? A. That is correct.

Q. Would it be possible that the clerk could have written down an amount other than the amount that was paid by the men? A. It could be possible.

Q. You would have no knowledge of the amount actually paid by these men? A. No, sir. No knowledge at all.

Q. Again sir, Butrice Hines, Dwain Crawford and Eugene Alban allegedly each submitted to the Anchor Motor Freight Company receipts in the amount of $8.32 for lodging at your motel on May 15th, 1967 and the total expense for the lodging was actually supposed to be $15.60. Now, sir, do you have any specific recollection as to that event? A. No, I don't.

Q. Unless this registration occurred between the hours of 8:00 P.M. and 12:00 Midnight the receipt would have been made out by the clerk? A. Yes.

Q. You have no personal knowledge of the amount paid by **[457]** these two men? A. No, sir.

Q. If you said in a statement that each driver paid $5.20 you were only stating what the receipt showed, is that right? A. That's right.

Q. Would it be possible that the clerk could have written down an amount other than the amount actually paid by the men? A. It is possible.

Q. And again you would have no personal knowledge of the amount actually paid by them on that occasion? A. No knowledge of that at all.

Q. No, Mr. Repicci, I believe Clifford E. Rogers and Butrice Hines each allegedly submitted a motel receipt in the amount of $8.32 for lodging incurred at your motel on May 24th, 1967 and the total expense for that lodging was actually $12.48. Do you have any specific recollection of that event? A. No, I don't.

Q. Unless these two men registered between the hours of 8:00 P.M. and 12:00 Midnight the receipts would have been made out by the clerk? **[458]** A. That's right.

Q. You have no knowledge of the amount paid by these men? A. No, I don't.

Q. If you stated each driver paid $6.24 you are only stating what the receipt itself shows? A. That is correct.

Q. Would it be possible the clerk wrote down an amount other than the amount paid by these men? A. It is possible.

Q. You would have no knowledge of the amount actually paid by these men? A. None.

Q. Although I have specified certain given instances you testified that you have no personal recollection of these instances, is that true? A. That's true.

Q. Am I correct in stating regardless of the specific dates I have given you, your answer to these questions would have been exactly the same? A. That is right.

Q. Mr. Repicci, are you able to check the signatures on the registration cards for each of the times I have just related to you? **[459]** A. I don't have the records. The Company came in and took them. They said they wanted to make photostatic copies of them and I have never gotten them back.

Q. How did you happen to give them the records? A. They said they wanted to make copies.

Q. Did they tell you what purpose they wanted them for? A. They said it would be a good idea if they had a charge account with the company and the men just signed and they would send the money at the end of the month, it sounded like a good idea to me.

Q. Have these registration cards ever been returned to you? A. No, they haven't been.

Q. Did you personally give them the cards? A. He came in and asked for them and he went through them and pulled them out. I know I had no business to let him take them.

Q. So, sir, if two drivers registered for a $12.48 room and I take it the 48 cents is the sales tax? A. Right.

Q. You would have no way of knowing whether each driver actually paid any other figure would you? A. No.

Q. You wouldn't know if he paid $6.00 or $8.00? **[460]** A. No, sir.

Q. You are actually relying on your clerk to put down the right amount? A. That's right.

Q. As you stated before it didn't matter to you if he gave a rebate to the driver or not? A. No.

Q. You don't know if any specific case exists where he gave a rebate to any specific driver or not? A. No.

Q. Don't you care? A. To tell the truth, I don't care.

Q. I am going to have your testimony transcribed and we would like to reach you tomorrow so you can read it over and if it is correct sign it, is that all right? A. That's all right.

Q. I would like to go over this once more, it is a fact that you might make out a receipt for a driver if he should check into your motel after you had gone off duty and you would leave a receipt for him in the full amount but you would have no way of knowing if the driver actually left that amount of money or any other amount inasmuch as you would not pick up the money, is that **[461]** right? A. That's right.

Q. It is also possible that a driver could have paid the full amount for which the receipt was given and the clerk made an entry on the register of a lesser amount retaining the difference for himself and not telling you, is that right? A. Yes.

Q. I would like to know where we could get in touch with you tomorrow? A. You can call my home and my wife will tell you where I can be reached. My number is 343-8806 that is my home. I will be at 127 Grand View Terrace building a house out there.

Mr. Rachlin: I want to thank you very much.

• • • • •

(Verification omitted in printing.)

EXHIBIT 11

Minutes of Meeting

[462]

NATIONAL AUTOMOBILE TRANSPORTERS LABOR DIVISION
SUITE 1700—ONE WOODWARD AVENUE
DETROIT, MICHIGAN 48226
Area Code 313 962-8920

Divisions:

Automobile Transporters Eastern Conference

Automobile Transporters Central Conference

Automobile Transporters Western Conference

MINUTES OF MEETING OF THE
CENTRAL CONFERENCE
AUTOMOBILE TRANSPORTERS JOINT ARBITRATION COMMITTEE
HELD THURSDAY AND FRIDAY, OCTOBER 26 AND 27, 1967— AT THE PICK-FORT SHELBY HOTEL, LAFAYETTE BLVD. AT FIRST STREET, DETROIT, MICHIGAN

NOTE: The principals on the Committee who were involved in a particular case were excused from the meeting room during the period in which their case was being decided.

DOCKET NO.

* * * * *

[463]

72. LOCAL UNION NO. 377 (YOUNGSTOWN) VS. ANCHOR MOTOR FREIGHT, INC.

Re. Request of Drivers Eugene Alban, Arthur Cartwright, Dwain O. Crawford, Graydon H. Croft, Jr., James Fitzpatrick, Carlos T. Fugett, Burtice A. Hines, Vincent Mariano, Noble W. Partch, Clifford Rogers and Lindsay Worley for rehearing of cases 41 thru 51 heard July, 1967, entitled "DISCHARGE—Request of Eugene Alban for reinstatement with full seniority and pay for all time lost." on the basis of new evidence, "DISCHARGE—Request of Arthur Cartwright for reinstatement with full seniority and pay for all time lost." on the basis of new evidence, "DISCHARGE—Request of Dwain O. Crawford for reinstatement with full seniority and pay for all time lost." on the basis of new evidence, "DISCHARGE—Request of **[464]** Graydon H. Croft, Jr. for reinstatement with full seniority and pay for all time lost." on the basis of new evidence, "DISCHARGE—Request of James Fitzpatrick for reinstatement with full seniority and pay for all time lost." on the basis of new evidence, "DISCHARGE—Request of Carlos T. Fugett for reinstatement with full seniority and pay for all time lost." on the basis of new evidence, "DISCHARGE—Request of Burtice A. Hines for reinstatement with full seniority and pay for all time lost." on the basis of new evidence, "DISCHARGE—Request of Vincent Mariano for reinstatement with full seniority and pay for all time lost." on the basis of new evidence, "DISCHARGE—Request of Noble W. Partch for reinstatement with full seniority and pay for all time lost." on the basis of new evidence, "DISCHARGE—Request of Clifford Rogers for reinstatement with full seniority and pay for all time lost." on the basis of new evidence, "DISCHARGE—

Request of Lindsay Worley for reinstatement with full seniority and pay for all time lost." on the basis of new evidence.

DECISION: By unanimous vote, the Committee held that the requests for rehearing are denied because there was no new evidence presented which would justify a reopening of this case.

• • • • •

EXHIBIT 12

[465] Notice to Take Deposition (Instant Case)

IN THE UNITED STATES DISTRICT COURT
For the Northern District of Ohio
Eastern Division

(Title omitted in printing)

Notice is hereby given to the defendants in this action that on Wednesday, August 11, 1971 and Thursday, August 12, 1971 plaintiffs will take the depositions of:

Local 377, Chauffeurs, Teamsters,
Warehousemen & Helpers
1223 West Federal Street
Youngstown, Ohio

International Brotherhood of Teamsters,
Chauffeurs, Warehousemen & Helpers of
America
c/o William Presser, Vice President
2070 East 22nd Street
Cleveland, Ohio

Anchor Motor Freight, Inc.
21111 Chagrin Boulevard
Cleveland, Ohio

to be used as evidence on the trial of the above-entitled cause, at the office of Berkman, Gordon, Kancelbaum & Schwartz, 1320 The Superior Building, Cleveland, Ohio, between the hours of 10:00 A.M. and 5:00 P.M., of said days and that the taking of the same will be adjourned from day to day, between the same hours, until they are completed.

[466] Each of the above named deponents is requested to designate one or more persons to testify on its behalf with respect to the following matters upon which examination is requested:

1. The terms and conditions of employment of drivers in effect at the Norwood Terminal of Anchor Motor Freight at the time of its closing.

2. The closing of the Norwood Terminal and the transfer of drivers from Norwood to the Lordstown Terminal.

3. The terms, conditions and circumstances of negotiation, ratification and execution of all labor contracts and local riders governing the operation of Anchor Motor Freight's Lordstown Terminal from the date of its opening to the present.

4. The circumstances under which Teamster Local Union No. 964 acquired jurisdiction to represent employees at said Lordstown Terminal.

5. The circumstances under which such jurisdiction was transferred to Local Union No. 377.

6. All suspensions, discharges or disciplinary action of any kind levied by Anchor Motor Freight against any of the drivers who had transferred from Norwood to Lordstown.

7. All grievances and/or unfair labor practice charges filed since the opening of the Lordstown Terminal by any of the drivers who transferred from Norwood to Lordstown.

8. The persons and issues involved in the wildcat strike which occurred at the Lordstown Terminal in February, 1967, and the circumstances of its resolution.

9. Any and all gifts, loans or favors granted by Anchor Motor Freight or any of its officers or employees to **[467]** John J. Angelo or any other officers or employees of Teamster Local No. 377 or the International Brotherhood of Teamsters.

10. The circumstances surrounding Anchor Motor Freight's discharge of plaintiffs (and others for the same alleged cause).

11. The filing, processing and resolution of grievances filed by those discharged.

12. Plaintiffs' seniority and earnings at the time of their discharge.

13. The earnings from 1967 to date of those Lordstown drivers who have occupied the place on the seniority list that plaintiffs would have occupied had they not been discharged.

Each of the above named deponents is requested to bring with it to the deposition and to produce and permit plaintiffs to inspect and copy each of the following documents in its possession or to which it has access:

1. All collective bargaining agreements, labor contracts and local riders governing the operation of Anchor Motor Freight's Norwood Terminal at the time of its closing.

2. All collective bargaining agreements, labor contracts and local riders governing the operation of Anchor Motor Freight's Lordstown Terminal from the time of its opening to date.

3. Seniority list of drivers employed at the Norwood Terminal at the time of its closing.

4. Seniority lists of drivers employed at the Lordstown Terminal at the time of its opening, on June 1, 1967, and for each year thereafter to date.

5. Local by-laws of Teamster Union Local No. 964 applicable in 1966.

[468] 6. Local by-laws of Teamster Union Local No. 377 applicable in 1966 and 1967.

7. Copies of all grievances filed during the years 1966-1968 by drivers who had transferred from Norwood to Lordstown.

8. Copies of all documents pertaining to discharge, suspension or other disciplinary action taken against any driver who had transferred from Norwood to Lordstown.

9. All notes, memoranda or other records of any conferences, negotiations or discussions between any of plaintiffs and any officers or employees of Anchor Motor Freight regarding working conditions of drivers employed at the Lordstown Terminal.

10. All documents, memoranda, notes or other records pertaining to the wildcat strike at the Lordstown Terminal in February, 1967.

11. All documents, memoranda, notes or other records of complaints about working conditions at Lordstown made by drivers who had transferred from Norwood.

12. All employment records and personnel files of all drivers employed at Lordstown who had transferred from Norwood.

13. All documents, memoranda, notes and records pertaining to the discharge of plaintiffs (and others for the same alleged cause) including, but not limited to, discharge notices, documentary evidence of the alleged cause for discharge, contrary evidence submitted in behalf of plaintiffs, grievances filed by those discharged, and records, notes and memoranda of any local hearing, conferences or discussions regarding the validity of such charges.

[469] 14. All evidence, transcripts, records, memoranda and notes of arbitration hearings held in July and October of 1967 to determine the validity of plaintiffs' discharge.

15. Copies of all documents filed in National Labor Relations Board proceedings arising out of the discharge of plaintiffs.

16. Copies of all documents filed in Ohio Bureau of Unemployment Compensation proceedings arising out of the discharge of plaintiffs and others discharged for the same alleged cause.

/s/ Niki Z. Schwartz
Attorney for Plaintiffs
Berkman, Gordon, Kancelbaum & Schwartz
1320 The Superior Building
Cleveland, Ohio 44114
781-5245

(Certificate of service omitted in printing)

EXHIBIT 14

[478] Excerpts from Appendix I to Brief in Support of Motion for Summary Judgment of Defendant Anchor Motor Freight, Inc.

NATIONAL MASTER AUTOMOBILE TRANSPORTERS AGREEMENT COVERING TRUCKAWAY, DRIVEAWAY AND LOCAL AGREEMENTS

For the Period of

Central Conference Area March 1, 1964 to June 1, 1967

Western Conference Area July 1, 1964 to June 1, 1967

[510]

ARTICLE 7.

Grievance Machinery

Section 1. No Strike and/or Lockout

The Unions and the Employers agree that there shall be no strike, tie-up of equipment, slowdowns or walkouts on the part of the employees, nor shall the Employer use any method of lockout or legal proceeding without first using all possible means of a settlement, as provided for in this Agreement, of any controversy which might arise.

Section 2. Grievance Procedure

Disputes and grievances shall first be taken up by the employee involved, and if no settlement is reached, then taken up between the business agent of the Local Union involved and the Employer representative. Disputes and grievances shall be put in writing and presented to

the Company within one (1) week, whenever possible, after the grievance arises, but in no case later than thirty (30) days after the grievance arises. The Company must designate its representatives at each terminal who are authorized to settle grievances on the local level and must so notify the Local Unions within one (1) week of the consummation of this Agreement. After the dispute or grievance is reduced to writing, the said Company representative will make available for inspection by the business agents and/or Steward, time sheets and such other records as are pertinent to the handling of the specific dispute or grievance. This does not preclude nor prevent an oral attempt on the part of the business agent or Steward to settle such dispute or grievance before a request is made for such record. The dispute or grievance must be settled or deadlocked at the local level within five (5) days, excluding Saturday, Sunday and holidays, after the business agent has taken it up. After the five (5)-day period but not later than fifteen (15) days, either party has the right to file its grievance with the appropriate Local Committee or Joint Area Arbitration Committee referred to in Section 3 unless extension is mutually agreed to by Company and Local Union. The following procedure shall then apply:

Section 3. National Automobile Transporters Joint Arbitration Committee

(a) The Employers and the Unions from each of the two designated Conference areas shall together establish for the duration of this Agreement the National Automobile Transporters Joint Arbitration Committee. Any Panel of the National Joint Arbitration Committee hearing a case shall consist of an equal number of designated representatives of the Employers and the Unions who are parties to this Agreement.

Joint Area Arbitration Committees

(b) The Employers and the Unions, parties to this Agreement, shall together for the duration of this Agreement in the appropriate areas referred to in Article 1, Section 1, establish Automobile Transporters Joint Arbitration Committees to be designated as:

(1) Central Conference Automobile Transporters Joint Arbitration Committee; and

(2) Western Conference Automobile Transporters Joint Arbitration Committee.

[511] Any panel of a Joint Area Arbitration Committee hearing a case shall consist of an equal number of designated representatives of the Employers and the Unions who are parties to this Agreement from the appropriate area.

Joint State or City Automobile Transporters Grievance Committees

Central Conference Area

(c)

(1) The Employer and the Union in each city and/or area in the Central Conference where there are three or more Truckaway and/or Driveaway companies, shall together create a permanent Local Joint Committee, which shall consist of an equal number appointed by Employers and Union, but not less than three (3) from each group. Each member may appoint an alternate in his place.

Western Conference Area

(2) The Employers and Local Unions shall agree upon the number of and geographical location of Joint

State Automobile Transporters Grievance Committees to function hereunder.

(3) The Local Joint Committee shall at their first meeting formulate rules of procedure to govern the conduct of its proceedings. However, if the Committee fails to agree upon rules of procedure, the matter shall be referred to the appropriate Joint Area Arbitration Committee, which Committee shall formulate rules of procedure for the Local Committee. Each Local Joint Committee shall have jurisdiction over disputes and grievances involving said Local Union.

Section 4. Function of National Joint Committee

(a) It shall be the function of the National Automobile Transporters Joint Arbitration Committee to settle disputes and grievances which arise under the following circumstances:

(1) Involving interpretations of or disputes over the provisions of the National Master Automobile Transporters Agreement.

(2) Disputes and grievances the determination of which affect an Employer and/or Union operating in two or more of the designated Conference Areas if more than one area is affected by the issue.

(3) Disputes and/or grievances which are deadlocked by any of the two Joint Area Arbitration Committees referred to above.

(4) Disputes and interpretations concerning alleged conflicts in provisions of the National Master Agreement on the one hand and Area Supplements and Riders thereto on the other hand.

The National Automobile Transporters Joint Arbitration Committee shall meet at mutually agreed times and shall formulate rules of procedure to govern the conduct of its proceedings.

[512] Functions of the Automobile Transporters Joint Area Arbitration Committees

(b) It shall be the function of the Automobile Transporters Joint Area Arbitration Committees to settle disputes and grievances which cannot be settled in accordance with Section 2 of this Article.

The Joint Area Arbitration Committees shall meet at mutually agreed times and shall formulate rules of procedure to govern the conduct of their proceedings.

Function of City or State Committee

(c) It shall be the function of the various Local Committees in the appropriate Conference Area above referred to, to settle disputes which cannot be settled by the Employer and the Local Union in accordance with the procedure established herein.

Section 5. Rights of National, Joint Area and Local Arbitration Committees

The Committees shall have the right to investigate all facts pertaining to the dispute. Both parties shall be entitled to present such evidence and witnesses in support of their position as they see fit. A decision by a majority of a Panel of any of the Committees shall be final and binding on all parties, including the employee and/or employees affected.

The Committees referred to above shall have the authority to order full, partial or no compensation in deciding disputes and/or grievances and rendering awards.

Section 6. Board of Arbitration

(a) If any grievance or disagreement is deadlocked by the National Automobile Transporters Joint Arbitration Committee as provided above, then both the Union and the Employer shall submit the grievance to a Board of Arbitration consisting of three (3) members:

One (1) member to be appointed by the Union;

One (1) member, by the Employer; and the

Two (2) together appointing a third disinterested arbitrator.

All grievances submitted to the Board of Arbitration must be heard and disposed of within thirty (30) days. The findings and decision of a majority of the Arbitration Board shall be final and binding on the parties and the employees involved.

(b) It is agreed that the arbitrator is empowered to hear and decide the deadlocked case, even if only one of the parties submits to arbitration, or, if either party fails to appear at the hearing, or to present evidence. The arbitrator shall have the authority to interpret and apply the provisions of this Agreement or Supplements thereto where appropriate, but shall not have the authority to amend or modify this Agreement or Supplements thereto, or establish new terms and conditions under this Agreement or Supplements thereto.

The cost of the arbitrator shall be shared equally by both the local Union and Employer involved.

Section 7. Interpretations

(a) It is agreed that all matters pertaining to the interpretation of any provision of this National Master Agreement, whether requested by the Employer or the

Union, must be submitted to the National Automobile Transporters Joint Arbitration [513] Committee, which Committee, after listening to testimony on both sides, shall make a decision.

(b) It is agreed that all matters pertaining to the interpretation of any provision of a Conference (area) Supplement or Local Rider thereto, whether requested by the Employer or the Union, must be submitted to the appropriate Conference (area) Joint Arbitration Committee, which Committee, after listening to testimony on both sides, shall make a decision.

(c) Any decision of any of the Joint Arbitration Committees referred to above, shall be final and conclusive and binding upon the Employer and the Union, and the employees involved.

ARTICLE 8.

Protection of Rights

Section 1. Picket Line

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refused to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's places of business.

Section 2. Struck Goods

It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which his employer undertakes to perform as an ally of an Em-

ployer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

Section 3.

Subject to Article 48 (Central Conference Supplement) and Articles 51 and 85 (Western Conference Truckaway and Driveaway Supplements) hereof (Subcontracting), the Employer agrees that it will not cease or refrain from handling, using, transporting, or otherwise dealing in any of the products of any other Employer or cease doing business with any other person, or fail in any obligation imposed by the Motor Carriers' Act or other applicable law, as a result of individual employees exercising their rights under this Agreement or under law, but the Employer shall, notwithstanding any other provision in this Agreement, when necessary, continue doing such business by other employees.

Section 4. Grievances

Within five (5) working days of filing of grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

ARTICLE 9.

Bonds

Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer. The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety

(90) days, he must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If proper not-

NATIONAL MASTER AUTOMOBILE TRANSPORTERS AGREEMENT AND CENTRAL CONFERENCE AREA SUPPLEMENTAL AGREEMENTS

covering Truckaway, Driveaway and Local Agreements for the Period June 1, 1967 to June 1, 1970

[515] ARTICLE 7.

Grievance Machinery

Section 1.

The Unions and the Employers agree that there shall be no strike, tie-up of equipment, slowdowns or walkouts on the part of the employees, nor shall the Employer use any method of lockout or legal proceeding without first using all possible means of a settlement, as provided for in this Agreement, of any controversy which might arise.

No Strike and/or Lockout

Any disputes the parties are unable to settle shall be referred to the appropriate Automobile Transporters Joint Area Arbitration Committee, except for the following direct violations, which are non-disputable:

(a) Nonpayment of the established wage rates provided for in this Agreement, Supplements or Riders;

(b) Nonpayment of health and welfare contributions as provided for in this Agreement, Supplements or Riders; and,

(c) Nonpayment of pension contributions as provided for in this Agreement, Supplements or Riders.

(d) This paragraph does not apply to disputes over the computation of wages or application of rates.

Section 2. Grievance Procedure

Disputes and grievances shall first be taken up by the employee involved, and if no settlement is reached, then taken up between the Steward or Business Agent of the Local Union involved and the Employer representative. Disputes and grievances shall be put in writing and presented to the Company within one (1) week, whenever possible, after the grievance arises, but in no case later than thirty (30) days after the grievance arises, except as may be otherwise provided in a supplemental agreement. The Company must reply to the written grievance in writing to the Local Union within fourteen (14) days. The Company must designate its representatives at each terminal who are authorized to settle grievances on the local level and must so notify the Local Unions within one (1) week of the consummation of this Agreement. In the event the authorized representative of the Company or the Union changes during the life of this Agreement, the Company shall notify the Union or the Union shall notify the Company, as the case may be, within one (1) week of such change. After the dispute or grievance is reduced to writing, the said Company representative will make available for inspection by the Business Agents and/or **[516]** Steward, time sheets and such other records as are pertinent to the handling of the specific dispute or grievance. This does not preclude nor prevent an oral

attempt on the part of the Business Agent or Steward to settle such dispute or grievance before a request is made for such record. The dispute or grievance must be settled or deadlocked at the local level within five (5) days, excluding Saturday, Sunday and holidays, after the Business Agent has taken it up. After the five (5) day period but not later than fifteen (15) days, either party has the right to file its grievance with the appropriate Local Committee or Joint Area Arbitration Committee referred to in Section 3 unless extension is mutually agreed to by Company and Local Union. The following procedure shall then apply:

Section 3. National Automobile Transporters Joint Arbitration Committees

(a) The Employers and the Unions from each of the designated Conference areas shall together establish for the duration of this Agreement the National Automobile Transporters Joint Arbitration Committee. Any Panel of the National Joint Arbitration Committee hearing a case shall consist of an equal number of designated representatives of the Employers and the Unions who are parties to this Agreement.

Joint Area Arbitration Committees

(b) The Employers and the Unions, parties to this Agreement, shall together for the duration of this Agreement in the appropriate areas referred to in Article 1, Section 1, establish Automobile Transporters Joint Arbitration Committees to be designated as:

(1) Central Conference Automobile Transporters Joint Arbitration Committee; and

(2) Western Conference Automobile Transporters Joint Arbitration Committee.

(3) Eastern Conference Automobile Transporters Joint Arbitration Committee.

Any panel of a Joint Area Arbitration Committee hearing a case shall consist of an equal number of designated representatives of the Employers and the Unions who are parties to this Agreement from the appropriate area.

Joint State or City Automobile Transporters

Grievance Committees

Central Conference Area

(c)

(1) The Employer and the Union in each city and/or area in the Central Conference where there are three or more Truckaway and/or Driveaway companies, shall together create a permanent Local Joint Committee, which shall consist of an equal number appointed by Employers and Union, but not less than three (3) from each group. Each member may appoint an alternate in his place.

Western Conference Area

(2) The Employers and Local Unions shall agree upon the number of and geographical location of Joint State Automobile Transporters Grievance Committees to function hereunder.

(3) The Local Joint Committee shall at their first meeting formulate rules of procedure to govern the conduct of its proceedings. However, if the Committee fails to agree upon rules **[517]** of procedure, the matter shall be referred to the appropriate Joint Area Arbitration Committee, which Committee shall formulate rules of procedure for the Local Committee. Each Local Joint Committee shall have jurisdiction over disputes and grievances involving said Local Union.

Section 4. Function of National Joint Committee

(a) It shall be the function of the National Automobile Transporters Joint Arbitration Committee to settle disputes and grievances which arise under the following circumstances:

(1) Involving interpretations of or disputes over the provisions of the National Master Automobile Transporters Agreement.

(2) Disputes and grievances the determination of which affect an Employer and/or Union operating in two or more of the designated Conference Areas if more than one area is affected by the issue.

(3) Disputes and/or grievances which are deadlocked by any of the three Joint Area Arbitration Committees referred to above.

(4) Disputes and interpretations concerning alleged conflicts in provisions of the National Master Agreement on the one hand and Area Supplements and Riders thereto on the other hand.

The National Automobile Transporters Joint Arbitration Committee shall meet at mutually agreed times and shall formulate rules of procedure to govern the conduct of its proceedings.

Functions of the Automobile Transporters Joint Area Arbitration Committees

(b) It shall be the function of the Automobile Transporters Joint Area Arbitration Committees to settle disputes and grievances which cannot be settled in accordance with Section 2 of this Article. The Joint Area Arbitration Committees shall meet at mutually agreed times and shall formulate rules of procedure to govern the conduct of their proceedings.

Function of City or State Committee

(c) It shall be the function of the various Local Committees in the appropriate Conference Area above referred to, to settle disputes which cannot be settled by the Employer and the Local Union in accordance with the procedure established herein.

Section 5. Rights of National Joint Area and Local Arbitration Committees

The Committees shall have the right to investigate all facts pertaining to the dispute. Both parties shall be entitled to present such evidence and witnesses in support of their position as they see fit. A decision by a majority of a Panel of any of the Committees shall be final and binding on all parties, including the employee and/or employees affected.

The Committees referred to above shall have the authority to order full, partial or no compensation in deciding disputes and/or grievances and rendering awards.

Section 6. Board of Arbitration

(a) If any grievance or disagreement is deadlocked by the National Automobile Transporters Joint Arbitration Committee as provided above, then both the Union and the Employer shall submit the grievance to a Board of Arbitration consisting of three (3) members:

One (1) member to be appointed by the Union;

One (1) member, by the Employer; and the

[518] Two (2) together appointing a third disinterested arbitrator.

All grievances submitted to the Board of Arbitration must be heard and disposed of within thirty (30) days. The findings and decision of a majority of the Arbitration

Board shall be final and binding on the parties and the employees involved.

(b) It is agreed that the arbitrator is empowered to hear and decide the deadlocked case, even if only one of the parties submits to arbitration, or, if either party fails to appear at the hearing, or to present evidence. The arbitrator shall have the authority to interpret and apply the provisions of this Agreement or Supplements thereto where appropriate, but shall not have the authority to amend or modify this Agreement or Supplements thereto, or establish new terms and conditions under this Agreement or Supplements thereto.

The cost of the arbitrator shall be shared equally by both the Local Union and Employer involved.

Section 7.

(a) It is agreed that all matters pertaining to the interpretation of any provision of this National Master Agreement, whether requested by the Employer or the Union, must be submitted to the National Automobile Transporters Joint Arbitration Committee, which Committee, after listening to testimony on both sides, shall make a decision.

(b) It is agreed that all matters pertaining to the interpretation of any provision of a Conference (area) Supplement or Local Rider thereto, whether requested by the Employer or the Union, must be submitted to the appropriate Conference (area) Joint Arbitration Committee, which Committee, after listening to testimony on both sides, shall make a decision.

(c) Any decision of any of the Joint Arbitration Committees referred to above, shall be final and conclusive and binding upon the Employer and the Union, and the employees involved.

Section 8.

Failure of either party involved to comply with any final decision of a panel of any Joint Committee established under this Article shall give the other party the immediate right to all legal and economic recourse.

Section 9.

The procedure set forth in the Local, State and Area grievance machinery and in the national grievance procedure may be invoked only by the authorized Union representative or by the Employer. Authorized representatives of the Union may file grievances alleging violation of this Agreement under local grievance procedure. Time limitations regarding the filing of grievances, if not set forth in the respective Supplemental Agreements, must appear in the Rules of Procedure of the various grievance committees and shall apply equally to Employers and employees.

Section 10.

Unless otherwise expressly provided in this Agreement, any and all disputes, including interpretations of contract provisions arising under, out of, in connection with, or in relation to this collective bargaining agreement, shall be subject to the grievance procedure of the Agreement.

Section 11.

All meetings of Joint Committees referred to in this Article must be attended by each member of such committee or his alternate.

. . .

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3560 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 432 For Room

No. 9 (Date) 5/23/67

From James Felty Pollock

THANK YOU

J. D. Rizzini
CLERK

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3560 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 432 For Room

No. 7 (Date) 5/23/67

From Art Cartwright

THANK YOU

J. D. Rizzini
CLERK

Art Cartwright

REGISTRATION CARD

NAME James Felty Pollock

STREET

CITY Lewisburg STATE Ohio

REPRESENTING Graham Motor

Car License State

Make of Car No. in Party 2

NOTICE TO GUESTS:—This property is privately owned and management reserves right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind.

Date 5/23/67 Rate Total 10 00

Tax (if any) 40

Form No. 11 — Butler Enterprises, Inc., Winston-Salem, N. C. Amount Paid 10 40

ROOM 9

NAME

DAYS OCCUPIED

TOTAL RATE

SUMMARY OF DRIVER EXPENSES

DATE	SIGNATURE OF PAYEE	DESCRIPTION	BILL #	TOTAL AMT.	1 NIGHT	2 NIGHT	3 NIGHT	TOLLS Ohio Turnpike	TOLLS Turnpike	FOR ACCOUNTING PURPOSES ONLY 4143	4161	4250	4260	5210	5211	4640	
5/21	[illegible]	[illegible] Motor Hotel	[illegible]	[illegible]	[illegible]											2.81	3.67 748
"	[illegible] Ball	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]											
"	[illegible]	Statler Springs, N.Y.	[illegible]	[illegible]	[illegible]												
"	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]												
"	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]												
"	[illegible]	Fish	[illegible]	2.84										2.84			
"	[illegible]	[illegible] N.Y.	[illegible]	.95											.95		.95
"	[illegible]	[illegible] N.Y.	[illegible]	1.20				1.20									488
"	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]												631
"	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]												
"	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]				.20								1188
"	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]												488
"	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]				.20								1134
"	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]												425
	TOTAL			[illegible]	[illegible]	[illegible]		[illegible]	[illegible]					[illegible]			17

ASC 530R — Dispatcher — Clerk — Approved — Grand Total

236

521

DRIVER'S DAILY LOG

FORM BMC 59 Prescribed by the INTERSTATE COMMERCE COMMISSION Washington, D.C. Rev. '62

(One Calendar Day—24 Hours)

Form Approved: Budget Bureau No. 60-R132
ORIGINAL - File Each Day at Home Terminal.
DUPLICATE - Driver Retains on His Possession for 8 Days.

BB

LOG DAY NO. 23

5 (Month) 23 (Day) 62 (Year)

14 1/4 (Total mileage today)

250 (Total miles driving today)

47556 47422 47556 (Vehicle numbers—Show each unit)

Drivers shall keep the log current to the time of the last change of duty status. Failure to make required entries herein, falsification of entries, or failure to have on hand duly executed prior records for the current and previous 7 consecutive days may render driver and/or carrier liable to prosecution.

I certify that these entries are true and correct: (Driver's signature in full)

ANCHOR MOTOR FREIGHT, INC. (Name of carrier or carriers)

Available Hrs. Tomorrow 13 Signature

(Name of co-driver)

CLEVELAND, OHIO (Main Office Address)

(Home Terminal Address)

	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	MID-NIGHT	TOTAL HOURS
1. OFF DUTY																										14
2. SLEEPER BERTH																										7
3. DRIVING																										3
4. ON DUTY (Not Driving)																										10

Total Lines 3 & 4

REMARKS

Bill No. 696404

Shipping document, manifest number, or name of a shipper and commodity. Information required by Section 195.8 (O). Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain access hours-Section 195.8 (O).

FROM: Lordstown Ohio (Starting Point or Place) TO: Akron Falls N.Y. (Destination or Turn Around Point or Place)

FROM: (Starting Point or Place) TO: (Destination or Turn Around Point or Place)

USE TIME STANDARD AT HOME TERMINAL

SUMMARY

A. DRIVING HOURS TODAY 7 TOTAL LINE 3

B. TOTAL HOURS ON DUTY 15 3/4 LAST 8 or 7 DAYS (COL. 3 INSIDE FRONT COVER) INCLUDING TODAY

C. TOTAL HOURS ON DUTY 57 1/2 LAST 7 or 6 DAYS (COL. 4 INSIDE FRONT COVER) INCLUDING TODAY

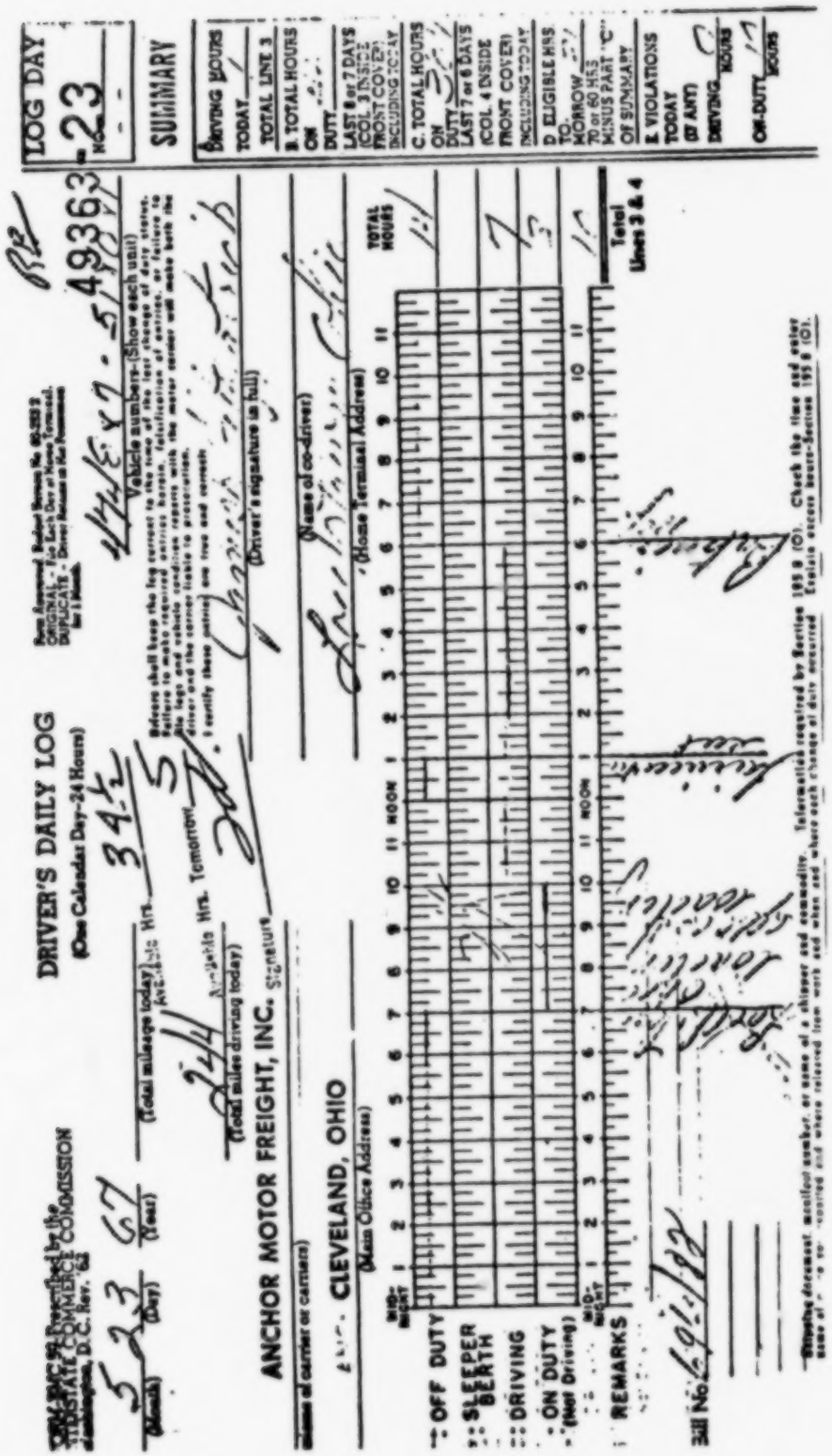
D. ELIGIBLE HRS. TO MORROW 13 1/2 70 or 60 HRS MINUS PART "C" OF SUMMARY

E. VIOLATIONS TODAY (IF ANY) DRIVING HOURS ON-DUTY HOURS SEE REMARKS

51250 A

237

BEST COPY AVAILABLE



LOG DAY No. 23

SUMMARY

DRIVER'S DAILY LOG

(One Calendar Day—24 Hours)

ANCHOR MOTOR FREIGHT, INC.

CLEVELAND, OHIO

OFF DUTY
SLEEPER BERTH
DRIVING
ON DUTY (Not Driving)
REMARKS

Total Lines 3 & 4

522

523

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 932 For Room

No. 10 (Date) 5/10/67

From

THANK YOU

CLERK

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 932 For Room

No. 9 (Date) 5/10/67

From

THANK YOU

CLERK

REGISTRATION CARD

NAME

STREET

CITY STATE

REPRESENTING

Car License State

Make of Car No. in Party

NOTICE TO GUESTS:—This property is privately owned and management reserves right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind.

Date 5/10/67 Rate Total 12 00

Tax (if any) 48

Amount Paid 12 48

DAYS OCCUPIED — NOON 9

Form No. 11 — Butler Enterprises, Inc., Winston-Salem, N. C.

5-11-67

EXHIBIT 20

SUMMARY OF DRIVER EXPENSES

DATE	SIGNATURE OF PAYEE	DESCRIPTION	BILL #	TOTAL AMT.	1 NIGHT	2 NIGHT	3 NIGHT	TOLLS Bridge Ferry Tunnel	TOLLS Turn-pike	FOR ACCOUNTING PURPOSE ONLY 4143	4161	4250	4260	5210	5211	4640	
	C Rudnicki	TRST Loading		4.00						4.00							4.00
	Cicirelli	Buffalo N.Y.	69287	1.20				1.20									
	Cecil	Clerk Tonawanda N.Y.	69345	16.00	10.00			1.20	4.80								
	Wenzinger	Williamsville N.Y.	69305	9.23	7.25			1.20	.85								
	A Fuchsia	Buffalo N.Y.	69215	1.90				1.20	.60								
	J Gregory	Detroit, Mich.	69347	5.50	5.00											.50	5.00
	Fancelli	Rochester N.Y.	69338	11.20	8.32								1.82		.06		1.88
	Wells C.	Rochester N.Y.	69340	8.32	6.32												
	TOTAL			56.35	38.92			1.80	6.25	4.00			1.82		.06	.50	1.38
					38.92			11.05									

AEC 530R — Dispatcher — Box # — Approved — Grand Total 56.19 — 56.35

RETURN LEWIS

RETURN LEWIS T.

RETURN LEWIS

506

486

524

240

525

241

FHWA-BMCS Prescribed by the INTERSTATE COMMERCE COMMISSION Washington, D. C. Rev. '63

DRIVER'S DAILY LOG

(One Calendar Day—24 Hours)

Form Approved: Budget Bureau No. 40-R212
ORIGINAL - File Each Day at Home Terminal.
DUPLICATE - Driver Retains on Her Possession for 8 Days.

LOG DAY NO. 10

5 (Month) 10 (Day) 67 (Year)

(Total mileage today)

275 (Total miles driving today)

Driving Hrs. 15

Other Hrs. Tow-a-way 9 1/2

Signature RL

Vehicle numbers—(Show each unit) 53881 6874 1-19 T

Drivers shall keep the log current to the time of the last change of duty status. Failure to make required entries herein, falsification of entries, or failure to file logs and vehicle condition reports with the motor carrier will make both the driver and the carrier liable to prosecution.

I certify these entries are true and correct:

(Driver's signature in full) Lawrence Lewis

ANCHOR MOTOR FREIGHT, INC.

(Name of carrier or carriers)

CLEVELAND, OHIO

(Main Office Address)

(Name of co-driver)

Cleveland Ohio

(Home Terminal Address)

: OFF DUTY
: SLEEPER BERTH
: DRIVING
: ON DUTY (Not Driving)

MID-NIGHT 1 2 3 4 5 6 7 8 9 10 11 NOON 1 2 3 4 5 6 7 8 9 10 11 MID-NIGHT

TOTAL HOURS: 1 1/2 | 1/2 | 1 | 9 1/2 | Total Lines 3 & 4

REMARKS

Bill No. 1.9.9.4.0.6

Cleveland Loading Shop — Pittsburgh Pa. — East — Rochester N.Y. Unloading — Rest

Shipping document number or name of shipper and commodity. Information required by Section 195.8 (O). Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain excess hours-Section 195.8 (O).

FROM: Cleveland Ohio (Starting Point or Place) TO: Rochester N.Y. (Destination or Turn Around Point or Place)

FROM: (Starting Point or Place) TO: (Destination or Turn Around Point or Place)

USE TIME STANDARD AT HOME TERMINAL

SUMMARY

A. DRIVING HOURS TODAY 9 1/2
TOTAL LINE 3

B. TOTAL HOURS ON DUTY 11 1/2
LAST 8 or 7 DAYS (COL. 3 INSIDE FRONT COVER) INCLUDING TODAY

C. TOTAL HOURS ON DUTY 57
LAST 7 or 6 DAYS (COL. 4 INSIDE FRONT COVER) INCLUDING TODAY

D. ELIGIBLE HRS. TO-MORROW 70 or 60 HRS. MINUS PART "C" OF SUMMARY

E. VIOLATIONS TODAY (IF ANY)
DRIVING HOURS
ON-DUTY HOURS
SEE REMARKS

$1298 A

526

DRIVER'S DAILY LOG

(One Calendar Day—24 Hours)

CMC-BMC 59 Rev. "A" — Interstate Commerce Commission — Washington, D.C. Rev. '62

Form Approved, Budget Bureau No. 60-S512.2
ORIGINAL – File Each Day at Home Terminal.
DUPLICATE – Driver Retains as Part Permanent for 1 Month.

LOG NO. 53886-1

5 (Month) 10 (Day) 67 (Year)

(Total mileage today) 32

(Total miles driving today) 29

Vehicle numbers—(Show each unit)

Drivers shall keep the log current to the time of the last change of duty status. Failure to make required entries hereon, falsification of entries, or failure to file logs and vehicle condition reports with the motor carrier will make both the driver and the carrier liable to prosecution.

I certify these entries are true and correct:

(Driver's signature in full)

ANCHOR MOTOR FREIGHT, INC.
(Name of carrier or carriers)

CLEVELAND, OHIO
(Main Office Address)

(Name of co-driver)

(Home Terminal Address)

MID-NIGHT 1 2 3 4 5 6 7 8 9 10 11 NOON 1 2 3 4 5 6 7 8 9 10 11 MID-NIGHT — TOTAL HOURS

1 OFF DUTY
2 SLEEPER BERTH
3 DRIVING
4 ON DUTY (Not Driving)

REMARKS

Total Lines 3 & 4

Bill No. 193527

Shipping document, manifest number, or name of a shipper and commodity. Information required by Section 195.8 (0). Check the time and enter name of place you reported and where relieved from work and when and where each change of duty occurred. Explain excess hours-Section 195.8 (0).

FROM: (Starting Point or Place) TO: (Destination or Turn Around Point or Place)

FROM: (Starting Point or Place) TO: (Destination or Turn Around Point or Place)

USE TIME STANDARD AT HOME TERMINAL

SUMMARY

A. DRIVING HOURS TODAY — TOTAL LINE 3

B. TOTAL HOURS ON DUTY LAST 8 or 7 DAYS (COL. 3 INSIDE FRONT COVER) INCLUDING TODAY

C. TOTAL HOURS ON DUTY LAST 7 or 6 DAYS (COL. 4 INSIDE FRONT COVER) INCLUDING TODAY

D. ELIGIBLE HRS. TO MORROW 70 or 60 HRS MINUS PART "C" OF SUMMARY

E. VIOLATIONS TODAY (IF ANY)
DRIVING HOURS
ON-DUTY HOURS

SEE REMARKS

81296 Δ

242

243

527

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 8.32 For Room

No. 6 (Motel) 5/15/67

From R. Hinman

THANK YOU

CLERK

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 8.32 For Room

No. 6 (Motel) 5/15/67

From R. Hinman

THANK YOU

CLERK

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 8.32 For Room

No. 7 (Motel) 5/15/67

From D.O. Brockwell

THANK YOU

CLERK

REGISTRATION CARD

NAME

STREET

CITY State

No. Adults No. in Party

Make of Car Car License State

NOTICE TO GUESTS.—This property is privately owned and management reserves right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind.

Date Rate Total

Tax (If any)

Form No. 11 — Butler Enterprises, Inc., Winston-Salem, N. C. Amount Paid

ROOM / MAKE / DAYS OCCUPIED / TOTAL DUE

528

FORM BMC 59 Prescribed by the INTERSTATE COMMERCE COMMISSION Washington, D.C. Rev. '62

DRIVER'S DAILY LOG

(One Calendar Day—24 Hours)

Form Approved, Budget Bureau No. 60-R372.3
ORIGINAL - File Each Day at Home Terminal.
DUPLICATE - Driver Retains in His Possession for 1 Month.

83

LOG NO. 1

SUMMARY

5 (Month) 15 (Day) 67 (Year) — (Total mileage today) 10

Available Hrs. 200 (Total miles driving today) Hrs. Tomorrow 5

4822-141 53802 Vehicle numbers-(Show each unit)

Drivers shall keep the log current to the time of the last change of duty status. Failure to make required entries herein, falsification of entries, or failure to file logs and vehicle condition reports with the motor carrier will make both the driver and the carrier liable to prosecution.

I certify these entries are true and correct

Ex-1.. Evans Collins (Driver's signature in full)

ANCHOR MOTOR FREIGHT, INC. (Name of carrier or carriers)

Signature

(Name of co-driver)

CLEVELAND, OHIO (Main Office Address)

Fort Stanton Ohio (Home Terminal Address)

	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	MID-NIGHT	TOTAL HOURS
1: OFF DUTY																										12½
2: SLEEPER BERTH																										
3: DRIVING																										4
4: ON DUTY (Not Driving)																										3½
REMARKS																										7½

Total Lines 3 & 4

Bill No. 694656

Shipping document, manifest number, or name of a shipper and commodity. Information required by Section 195.8 (O). Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain excess hours-Section 195.8 (O).

FROM: Fort Stanton, Ohio (Starting Point or Place) TO: Winston-Salem, N.C. (Destination or Turn Around Point or Place)

FROM: (Starting Point or Place) TO: (Destination or Turn Around Point or Place)

USE TIME STANDARD AT HOME TERMINAL

SUMMARY

A. DRIVING HOURS TODAY 11 — TOTAL LINE 3

B. TOTAL HOURS ON DUTY 12½ — LAST 8 or 7 DAYS (COL. 3 INSIDE FRONT COVER) INCLUDING TODAY

C. TOTAL HOURS ON DUTY — LAST 7 or 6 DAYS (COL. 4 INSIDE FRONT COVER) INCLUDING TODAY

D. ELIGIBLE HRS. TO MORROW 70 or 60 HRS MINUS PART "C" OF SUMMARY

E. VIOLATIONS TODAY (IF ANY) DRIVING HOURS ON-DUTY HOURS

SEE REMARKS

81298 A

244

529

FORM BMC 59 Prescribed by the INTERSTATE COMMERCE COMMISSION Washington, D.C. Rev. '62

DRIVER'S DAILY LOG

(One Calendar Day—24 Hours)

Form Approved, Budget Bureau No. 60-R372.3
ORIGINAL - File Each Day at Home Terminal.
DUPLICATE - Driver Retains in His Possession for 1 Month.

RB

LOG NO. 15

SUMMARY

5 - 15 - 67 (Month) (Day) (Year) — (Total mileage today) 19¼

Available Hrs. 216 (Total miles driving today) Hrs. Tomorrow 5½

53758 47798-62577 Vehicle numbers-(Show each unit)

Drivers shall keep the log current to the time of the last change of duty status. Failure to make required entries herein, falsification of entries, or failure to file logs and vehicle condition reports with the motor carrier will make both the driver and the carrier liable to prosecution.

I certify these entries are true and correct

John Burtner G. Johnson (Driver's signature in full)

ANCHOR MOTOR FREIGHT, INC. (Name of carrier or carriers)

Signature

(Name of co-driver)

CLEVELAND, OHIO (Main Office Address)

Fort Stanton, Ohio (Home Terminal Address)

	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	MID-NIGHT	TOTAL HOURS
1: OFF DUTY																										14½
2: SLEEPER BERTH																										5¼
3: DRIVING																										4½
4: ON DUTY (Not Driving)																										9½
REMARKS																										

Total Lines 3 & 4

Bill No. 694385

Shipping document, manifest number, or name of a shipper and commodity. Information required by Section 195.8 (O). Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain excess hours-Section 195.8 (O).

FROM: Fort Stanton, Ohio (Starting Point or Place) TO: E. Winston-Salem, N.C. (Destination or Turn Around Point or Place)

FROM: (Starting Point or Place) TO: (Destination or Turn Around Point or Place)

USE TIME STANDARD AT HOME TERMINAL

SUMMARY

A. DRIVING HOURS TODAY — TOTAL LINE 3

B. TOTAL HOURS ON DUTY 60½ — LAST 8 or 7 DAYS (COL. 3 INSIDE FRONT COVER) INCLUDING TODAY

C. TOTAL HOURS ON DUTY — LAST 7 or 6 DAYS (COL. 4 INSIDE FRONT COVER) INCLUDING TODAY

D. ELIGIBLE HRS. TO MORROW 70 or 60 HRS MINUS PART "C" OF SUMMARY

E. VIOLATIONS TODAY (IF ANY) DRIVING HOURS ON-DUTY HOURS

SEE REMARKS

81298 A

245

530

FMC-BMC 59 Prescribed by the INTERSTATE COMMERCE COMMISSION Washington, D.C. Rev. '62

DRIVER'S DAILY LOG

(One Calendar Day-24 Hours)

Form Approved Budget Bureau No. 60-S73.2
ORIGINAL - File Each Day at Home Terminal.
DUPLICATE - Driver Retains at Non-Powered for 1 Month.

OB

LOG DAY NO. 15

SUMMARY

5 (Month) - 15 (Day) - 67 (Year)

(Total mileage today) 1½

4996-16 5003 55339

224 Beg. Hrs.

(Total miles driving today)

Vehicle numbers-(Show each unit)

Drivers shall keep the log current to the time of the last change of duty status. Failure to make required entries herein, falsification of entries, or failure to file logs and vehicle condition reports with the motor carrier will make both the driver and the carrier liable to prosecution.

I certify these entries are true and correct.

Ends Hrs. Tomorrow

Signature

(Driver's signature in full)

ANCHOR MOTOR FREIGHT, INC.

(Name of carrier or carriers)

(Name of co-driver)

CLEVELAND, OHIO

(Main Office Address)

(Home Terminal Address)

	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	TOTAL HOURS
1: OFF DUTY																									17
2: SLEEPER BERTH																									
3: DRIVING																									5
4: ON DUTY (Not Driving)																									2
REMARKS																									7

Total Lines 3 & 4

Bill No. 694552

Shipping document, manifest number, or name of a shipper and commodity. Information required by Section 195.8 (O). Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain excess hours-Section 195.8 (O).

FROM: Toledo, Town (Ohio) (Starting Point or Place) TO: Worcester N.Y. (Destination or Turn Around Point or Place)

FROM: (Starting Point or Place) TO: (Destination or Turn Around Point or Place)

USE TIME STANDARD AT HOME TERMINAL

SUMMARY

A DRIVING HOURS TODAY 5 TOTAL LINE 3

B TOTAL HOURS ON DUTY 6 5-6 LAST 6 or 7 DAYS (COL. 3 INSIDE FRONT COVER) INCLUDING TODAY

C TOTAL HOURS ON DUTY 5 2 LAST 7 or 6 DAYS (COL. 4 INSIDE FRONT COVER) INCLUDING TODAY

D ELIGIBLE HRS. TO MORROW 12 70 or 60 HRS MINUS PART "C" OF SUMMARY

E VIOLATIONS TODAY (IF ANY) DRIVING HOURS ON-DUTY HOURS SEE REMARKS

SL298 A

246

531

FMC-BMC 59 Prescribed by the INTERSTATE COMMERCE COMMISSION Washington, D.C. Rev. '62

DRIVER'S DAILY LOG

(One Calendar Day-24 Hours)

Form Approved Budget Bureau No. 60-S73.2
ORIGINAL - File Each Day at Home Terminal.
DUPLICATE - Driver Retains at Non-Powered for 1 Month.

TCB

LOG DAY NO. 16

SUMMARY

5 (Month) 16 (Day) 67 (Year)

(Total mileage today)

274

(Total miles driving today)

4822-1.41 53802

Vehicle numbers-(Show each unit)

Drivers shall keep the log current to the time of the last change of duty status. Failure to make required entries herein, falsification of entries, or failure to file logs and vehicle condition reports with the motor carrier will make both the driver and the carrier liable to prosecution.

I certify these entries are true and correct.

(Driver's signature in full)

ANCHOR MOTOR FREIGHT, INC.

(Name of carrier or carriers)

(Name of co-driver)

CLEVELAND, OHIO

(Main Office Address)

(Home Terminal Address)

	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	TOTAL HOURS
1: OFF DUTY																									
2: SLEEPER BERTH																									
3: DRIVING																									
4: ON DUTY (Not Driving)																									
REMARKS																									9

Total Lines 3 & 4

Bill No. 694556 Put

722195

Shipping document, manifest number, or name of a shipper and commodity. Information required by Section 195.8 (O). Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain excess hours-Section 195.8 (O).

FROM: (Starting Point or Place) TO: (Destination or Turn Around Point or Place)

FROM: (Starting Point or Place) TO: (Destination or Turn Around Point or Place)

USE TIME STANDARD AT HOME TERMINAL

SUMMARY

A DRIVING HOURS TODAY TOTAL LINE 3

B TOTAL HOURS ON DUTY 7 1/2 LAST 6 or 7 DAYS (COL. 3 INSIDE FRONT COVER) INCLUDING TODAY

C TOTAL HOURS ON DUTY LAST 7 or 6 DAYS (COL. 4 INSIDE FRONT COVER) INCLUDING TODAY

D ELIGIBLE HRS. TO MORROW 70 or 60 HRS MINUS PART "C" OF SUMMARY

E VIOLATIONS TODAY (IF ANY) DRIVING HOURS ON-DUTY HOURS SEE REMARKS

SL298 A

247

5-16-.7

EXHIBIT 1

SUMMARY OF DRIVER EXPENSES

532

DATE	SIGNATURE OF PAYEE	DESCRIPTION	BILL #	TOTAL AMT.	1 NIGHT	2 NIGHT	3 NIGHT	TOLLS Bridge Ferry Tunnel	TOLLS Turnpike	FOR ACCOUNTING PURPOSES ONLY 4143	4161	4250	4260	5210	5211	4640	
5/16	[illegible]	Lansing, Mich	[illegible]	7.21	7.21												5 5 6
"	[illegible]	Rochester, N.Y.	[illegible]	9.52	8.32			1.20									4.88
"	[illegible]	Fairborn, Ohio	[illegible]	5.15	5.15												468
"	[illegible]	Anderson, Ind	[illegible]	9.17	9.17												641
"	[illegible]	Dowagiac, Mich	[illegible]	10.92	10.92												701
"	[illegible]	Rochester, N.Y.	[illegible]	8.32	8.32												504
"	[illegible]	Lafayette, Ind	[illegible]	10.47	1.12				4.20								734
"	[illegible]	Sawmill Town	[illegible]	14.48	8.24	6.24											
"	[illegible]	Cadillac, Mich	[illegible]	8.84	8.84												488
"	[illegible]	Rochester, N.Y.	[illegible]	8.32	1.12												
"	[illegible]	Clarkston, Pa	[illegible]	1.00						1.00							1.00
"	N.W. Parts	Buffalo, N.Y.	[illegible]	.60					.60								
1	[illegible]	Buffalo, N.Y.	[illegible]	.30					.30								
"	[illegible]	Lewiston, N.Y.	[illegible]	12.00	7.35			.60	4.05								Lewiston, N.Y.
	TOTAL			106.46	87.97	6.24		1.80	9.45	1.00							1.00
					94.21			11.25									1.00

ASC 530R

Dispatcher

Box #

Approved

Grand Total 106.46

248

SUMMARY OF DRIVER EXPENSES

533

DATE	SIGNATURE OF PAYEE	DESCRIPTION	BILL #	TOTAL AMT.	1 NIGHT	2 NIGHT	3 NIGHT	TOLLS Bridge Ferry Tunnel	TOLLS Turnpike	FOR ACCOUNTING PURPOSES ONLY 4143	4161	4250	4260	5210	5211	€
5/17	[illegible]	Rochester, N.Y.	694052	2.36						.95			1.36		.05	
"	[illegible]	Rock Haven, Pa	727195	15.52	6.80	8.72		1.20								
"	[illegible]	Terry Town, N.Y.	677962	17.30	6.80			4.50	6.00							
"	[illegible]	Rochester, N.Y.	694767	8.32	8.32											
"	[illegible]	St Clairsville, Ohio	694778	1.25				1.25								
"	[illegible]	Killbuck, Ohio	678771	1.42								.42		.14	.10	
"	[illegible]	Buffalo, N.Y.	695055	.85					.85							
"	[illegible]	Niagara Falls, N.Y.	694999	.60				.60								
	TOTAL			47.93	29.04	8.72		14.90	.85	.95		.42	1.36	.14	.15	

ASC 530R

Dispatcher

Box #

Approved

Grand Total 47

249

534

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 832 For Room

No. 12 (Date) 5/24/67

From B. Hines

THANK YOU

J. D Rylance CLERK

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 432 For Room

No. 9 (Date) 5/24/67

From Eugene Aldam

THANK YOU

J. D Rylance CLERK

REGISTRATION CARD

NAME Eugene Aldam & B Hines

STREET Woodland Lane

CITY Mentor Hills STATE Ohio

REPRESENTING Anchor Motor Freight

Car License State

Make of Car No. in Party 2

NOTICE TO GUESTS:—This property is privately owned and management reserves right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind.

Date 5/24/67 Rate Total 12 00

Tax (if any) 48

Amount Paid 1248

ROOM BOOK 9

DAYS OCCUPIED

Form No. 11 — Butler Enterprises, Inc., Winston-Salem, N. C.

LOG DAY 24

SUMMARY

DRIVER'S DAILY LOG
(One Calendar Day—24 Hours)

Form Approved: Bureau No. 60-R293
ORIGINAL - File Each Day at Home Terminal
DUPLICATE - Driver Retains in His Possession for 7 Days

Drivers shall keep the log current to the last change of duty status. Failure to make required entries, or false entries, or failure to file logs and submit them to employer within the meter carrier will make both the driver and the carrier liable to prosecution.

I certify these entries are true and correct.

(Driver's signature in full)

(Name of co-driver)

(Home Terminal Address)

ANCHOR MOTOR FREIGHT, INC.
(Name of carrier or carriers)

CLEVELAND, OHIO
(Main Office Address)

1: OFF DUTY
2: SLEEPER BERTH
3: DRIVING
4: ON DUTY (Not Driving)

REMARKS

Total Lines 3 & 4

Bill No. 496733

Shipping document, manifest number, or name of a shipper and commodity. Information required by Sect. a 191.8 (c). Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain access hours-Section 195.8 (c).

FROM: (Starting Point or Place)

TO: (Destination or Turn Around Point or Place)

TO: (Destination or Turn Around Point or Place)

FROM: (Starting Point or Place)

TO: TERMINAL

USE TIME STANDARD AT HOME TERMINAL

Form BMC 93 Prescribed by the INTERSTATE COMMERCE COMMISSION Washington, D.C. Rev. 62

5-24-67 (Date)

(Total mileage today)

(Total miles driving today)

Tomorrow's Hrs.

Signature

FORM BMC 59 Prescribed by the INTERSTATE COMMERCE COMMISSION Washington, D.C. Rev. '62

DRIVER'S DAILY LOG

(One Calendar Day—24 Hours)

Form Approved Budget Bureau No. 60-R372
ORIGINAL - File Each Day at Home Terminal.
DUPLICATE - Driver Retains as His Permanent Record for 1 Month.

KB

LOG No. 2

5 (Month) 24 (Day) 67 (Year)

(Total mileage today)

4975-5015 53802

Vehicle numbers-(Show each unit)

14½ Available Hrs.

222 (Total miles driving today)

9 Available Hrs. Tomorrow

Drivers shall keep the log current to the time of the last change of duty status. Failure to make required entries herein, falsification of entries, or failure to file logs and vehicle condition reports with the motor carrier will make both the driver and the carrier liable to prosecution.

I certify these entries are true and correct

Signature

Everett Fisher

(Driver's signature in full)

ANCHOR MOTOR FREIGHT, INC.

(Name of carrier or carriers)

(Name of co-driver)

CLEVELAND, OHIO

(Main Office Address)

Sandstown Ohio

(Home Terminal Address)

MID-NIGHT 1 2 3 4 5 6 7 8 9 10 11 NOON 1 2 3 4 5 6 7 8 9 10 11 MID-NIGHT

TOTAL HOURS

OFF DUTY 14½

SLEEPER BERTH

DRIVING

ON DUTY (Not Driving)

REMARKS

Total Lines 3 & 4

No. 696785

Sandstown Ohio Left Depot Bellevue Ohio Left Shelby Ohio Bellevue Ohio Rest

Shipping document, manifest number, or name of shipper and commodity. Information required by Section 195.8 (O). Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain excess hours-Section 195.8 (O).

Sandstown Ohio (Starting Point or Place) TO: Macedon N.Y. (Destination or Turn Around Point or Place)

(Starting Point or Place) TO: (Destination or Turn Around Point or Place)

USE TIME STANDARD AT HOME TERMINAL

SUMMARY

A. DRIVING HOURS TODAY 5 — TOTAL LINE 3

B. TOTAL HOURS ON DUTY 6.5 — LAST 8 or 7 DAYS (COL. 3 INSIDE FRONT COVER) INCLUDING TODAY

C. TOTAL HOURS ON DUTY 56 — LAST 7 or 6 DAYS (COL. 4 INSIDE FRONT COVER) INCLUDING TODAY

D. ELIGIBLE HRS. TOMORROW 14 — 70 or 60 HRS. MINUS PART "C" OF SUMMARY

E. VIOLATIONS TODAY (IF ANY) DRIVING ____ HOURS ON-DUTY ____ HOURS

SEE REMARKS

$1298 Δ

536

252

5-31-67

SUMMARY OF DRIVER EXPENSES

Signature of Payee	Description	Bill #	Total Amt.	1 Night	2 Night	3 Night	Tolls (Ticket, Ferry, Tunnel)	Turnpike	For Accounting Purposes Only 4143	4161	4250	4260	5210	5211	4640-	
E Everett	Wilmington Del	697135	35.23	6.91											26.83	26.83 Plow
G Hammell	Washington Penn	697402	23.78	7.21	8.29			6.25								
Chas Walker	Chattanooga Tenn	696909	16.56	7.24	8.32											
S Frombaso	Cumberland Md	697239	9.89	6.29				1.60								
Pixley	Grand Rapids Mich	697955	6.24	6.24												
Richmond	Washington Penn	696883	21.43	8.29	8.29			4.95								
Robert Jones	Flint Mich	691920	7.28	7.28												
[illegible]	Midland Mich	697666	7.28	7.28												
R Poland	Huron Ohio	697191	3.00						3.00							3.00
Hatcher	Louisville Ky	697291	6.83	6.18				.65								
Leavitt	Towanda Pa	696946	6.30	6.30												
Elwood	London Ky	697262	5.15	5.15												
E Gilligan	Macedon N.Y.	696785	9.92	8.32				1.10								
S Davis	Fish Kill N.Y.	697196	9.87	8.32				1.55								
E Eckstein	Scottsville Mich	697269	8.32	8.32												
TOTAL			176.45	103.72	24.80			18.10	3.00						26.83	29.83
			176.45	128.52			18.10									29.83

Tom Howard — Dispatcher — Box #

M. Day — Approved

Grand Total 176.45

JC 430R

253

BEST COPY AVAILABLE

538

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 932 For Room

No. 6 (Date) 5/22/67

From E. Allen

THANK YOU

J. D. Rogers
CLERK

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 832 For Room

No. 5 (Date) 5/22/67

From Burt Hines

THANK YOU

J. D. Rogers
CLERK

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 832 For Room

No. 7 (Date) 5/22/67

From C. Rogers

THANK YOU

J. D. Rogers
CLERK

E. Allen & C. Rogers

REGISTRATION CARD

NAME Burt Hines ROOM 5

STREET

CITY Fostoria STATE Ohio

REPRESENTING Anchor Motor Freight

Car License State

Make of Car No. in Party 3

NOTICE TO GUESTS:—This property is privately owned and management reserves right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind.

Date 5/22/67 Rate Total 15 00 60

Tax (if any)

Form No. 11 — Butler Enterprises, Inc., Winston-Salem, N. C. Amount Paid 15 60

DAYS OCCUPIED

Scott Visitor

LOG DAY 22

49359

SUMMARY

DRIVER'S DAILY LOG
(One Calendar Day—24 Hours)

ANCHOR MOTOR FREIGHT, INC.

CLEVELAND, OHIO

OFF DUTY
SLEEPER BERTH
DRIVING
ON DUTY (Not Driving)

REMARKS

TO:

USE TIME STANDARD AT HOME TERMINAL

BEST COPY AVAILABLE

FORM BMC 59 Prescribed by the INTERSTATE COMMERCE COMMISSION Washington, D.C. Rev. '62

DRIVER'S DAILY LOG

(One Calendar Day—24 Hours)

Form Approved Bureau No. 60-S132
ORIGINAL - File Each Day at Home Terminal
DUPLICATE - Driver Retains in His Possession for 8 Days

BB

LOG DAY NO. 22

5 - 22 - 67
(Month) (Day) (Year)

(Total mileage today) Available Hrs. 15 1/4

222 Available Hrs. Tomorrow 9 1/2
(Total miles driving today)

4975 T - 5015 T 53758
Vehicle numbers-(Show each unit)

Drivers shall keep the log correct to the time of the last change of duty status. Failure to make required entries hereon, falsification of entries, or failure to file logs and vehicle condition reports with the motor carrier will make both the driver and the carrier liable to prosecution.

I certify these entries are true and correct.

ANCHOR MOTOR FREIGHT, INC. Signature W. Bertram C. Thomas
(Name of carrier or carriers) (Driver's signature in full)

(Name of co-driver)

CLEVELAND, OHIO
(Main Office Address)

Londonderry, Ohio
(Home Terminal Address)

	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	TOTAL HOURS
1: OFF DUTY																									10 1/2
2: SLEEPER BERTH																									
3: DRIVING																									5 1/2
4: ON DUTY (Not Driving)																									4
REMARKS																									0 1/2

Total Lines 3 & 4

Bill No. 696103

Shipping document, manifest number, or name of shipper and commodity. Information required by Section 195.8 (b). Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain excess hours-Section 195.8 (b).

FROM: Londonderry, Ohio (Starting Point or Place) TO: Wilmington, N.C. (Destination or Turn Around Point or Place)

FROM: (Starting Point or Place) TO: (Destination or Turn Around Point or Place)

USE TIME STANDARD AT HOME TERMINAL

SUMMARY

A. DRIVING HOURS TODAY — TOTAL LINE 3
B. TOTAL HOURS ON DUTY 6 of 7 — LAST 8 or 7 DAYS (COL. 3 INSIDE FRONT COVER) INCLUDING TODAY
C. TOTAL HOURS ON DUTY — LAST 7 or 6 DAYS (COL. 4 INSIDE FRONT COVER) INCLUDING TODAY
D. ELIGIBLE HRS. TOMORROW — 70 or 60 HRS MINUS PART "C" OF SUMMARY
E. VIOLATIONS TODAY (IF ANY) DRIVING HOURS ON-DUTY HOURS
SEE REMARKS

51298 A

540

256

FORM BMC 59 Prescribed by the INTERSTATE COMMERCE COMMISSION Washington, D.C. Rev. '62

DRIVER'S DAILY LOG

(One Calendar Day—24 Hours)

Form Approved Bureau No. 60-S132
ORIGINAL - File Each Day at Home Terminal
DUPLICATE - Driver Retains in His Possession for 8 Days

BB

LOG DAY NO. 22

5 22 67
(Month) (Day) (Year)

(Total mileage today) Available Hrs. 17 1/2

222 Available Hrs. Tomorrow 7 1/2
(Total miles driving today)

4830-5175 53802
Vehicle numbers-(Show each unit)

Drivers shall keep the log correct to the time of the last change of duty status. Failure to make required entries hereon, falsification of entries, or failure to file logs and vehicle condition reports with the motor carrier will make both the driver and the carrier liable to prosecution.

I certify these entries are true and correct.

ANCHOR MOTOR FREIGHT, INC. Signature Eugene Colban
(Name of carrier or carriers) (Driver's signature in full)

(Name of co-driver)

CLEVELAND, OHIO
(Main Office Address)

Londonderry, Ohio
(Home Terminal Address)

	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	TOTAL HOURS
1: OFF DUTY																									14
2: SLEEPER BERTH																									
3: DRIVING																									1 1/4
4: ON DUTY (Not Driving)																									4
REMARKS																									10

Total Lines 3 & 4

Bill No. 691231

Shipping document, manifest number, or name of shipper and commodity. Information required by Section 195.8 (b). Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain excess hours-Section 195.8 (b).

FROM: Londonderry Ohio (Starting Point or Place) TO: E. Rochester N.H. (Destination or Turn Around Point or Place)

FROM: (Starting Point or Place) TO: (Destination or Turn Around Point or Place)

USE TIME STANDARD AT HOME TERMINAL

SUMMARY

A. DRIVING HOURS TODAY 12 — TOTAL LINE 3
B. TOTAL HOURS ON DUTY — LAST 8 or 7 DAYS (COL. 3 INSIDE FRONT COVER) INCLUDING TODAY
C. TOTAL HOURS ON DUTY — LAST 7 or 6 DAYS (COL. 4 INSIDE FRONT COVER) INCLUDING TODAY
D. ELIGIBLE HRS. TOMORROW — 70 or 60 HRS MINUS PART "C" OF SUMMARY
E. VIOLATIONS TODAY (IF ANY) DRIVING HOURS ON-DUTY HOURS
SEE REMARKS

51298 A

541

257

SUMMARY OF DRIVER EXPENSES

DATE	SIGNATURE OF PAYER	DESCRIPTION	BILL #	TOTAL AMT.	1 NIGHT	2 NIGHT	3 NIGHT	TOLLS Ferry	TOLLS Tunnel	TOLLS Turn-pike	FOR ACCOUNTING PURPOSES ONLY 4143	4161	4250	4260	5210	5211	4640
5-22		Hamilton, Ohio	176531	7 18	7 18												
"	Ed Pearsey	Wilkinsburg, Pa	19643	7 85	7 85												
"	C. D. Woodruff	Delphos, Ohio	175814	10 32	10 32												
"		Danville, Ill	175821	7 12	7 12												
"	E. Gilbert	Binghamton, N.Y.	176201	8 32	8 32												
"	C. Croft	Rochester, N.Y.	175916	8 32	8 32												
"	G. Smith	Niagara Falls, N.Y.	176032	55													
"	D. Smith	Buffalo, N.Y.	175859	8 32													
"	A. M. Bush	Rochester, N.Y.	175751	8 32	8 32												
"	J. Klein	Utica, N.Y.	176102	8 32	8 32												
"	D. Atkins	Rochester, N.Y.	175872	9 32	9 32												
"	C. Dascent	Rochester, N.Y.	176020	8 32	8 32												
		TOTAL		92 32	78 32												

Grand Total

Approved

Box #

Dispatcher

542

543

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 8 32 For Room

No. 6 (Date) 5/23/67

From NIAGARA FALLS N.Y.

THANK YOU

J. D. Pulsifer
CLERK

Towne Manor Motel and Apts.
471 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 8 32 For Room

No. 10 (Date) 5/23/67

From GRAYDON H. CROFT

THANK YOU

J. D. Pulsifer
CLERK

REGISTRATION CARD Niagara Falls N.Y.

NAME GRAYDON H. CROFT

STREET

CITY LORDSTOWN ? STATE OHIO

REPRESENTING ANCHOR MOTOR FREIGHT

Chr License State

Make of Car No. in Party 2

NOTICE TO GUESTS:—This property is privately owned and management reserves right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind.

Date 5/23/67 Rate Total 16 00

Tax (if any) 40

Form No. 11 — Butler Enterprises, Inc., Winston-Salem, N. C. Amount Paid 10 40

ROOM 10 NAME

DAYS OCCUPIED

544

FORM BMC 59 Prescribed by the INTERSTATE COMMERCE COMMISSION Washington, D.C. Rev. '62

DRIVER'S DAILY LOG

(One Calendar Day—24 Hours)

Form Approved Budget Bureau No. 60-S53.2
ORIGINAL - File Each Day at Home Terminal
DUPLICATE - Driver Retains in His Possession for 1 Month.

RB

LOG DAY NO. 23

SUMMARY

5 (Month) 23 (Day) 67 (Year)

(Total mileage today)

4690 -177 53157

Vehicle numbers-(Show each unit)

10½ available Hrs.

231 (Total miles driving today)

12 available Hrs. Tomorrow

Drivers shall keep the log current to the time of the last change of duty status. Failure to make required entries herein, falsification of entries, or failure to file logs and vehicle condition reports with the motor carrier will make both the driver and the carrier liable to prosecution.

I certify these entries are true and correct.

Signature

Charles H. Bright

(Driver's signature in full)

ANCHOR MOTOR FREIGHT, INC.

(Name of carrier or carriers)

(Name of co-driver)

CLEVELAND, OHIO

(Main Office Address)

Loudonville Ohio

(Home Terminal Address)

	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	MID-NIGHT	TOTAL HOURS
1: OFF DUTY																										16½
2: SLEEPER BERTH																										0
3: DRIVING																										5
4: ON DUTY (Not Driving)																										2½
REMARKS																										7½

Total Lines 3 & 4

Bill No. 696343

Loudonville Ohio Loading — Lunch — Pressure tire RF — Batavia NY Swift

Shipping document, manifest number, or name of shipper and commodity. Information required by Section 195.8 (D). Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain excess hours-Section 195.8 (D).

FROM: Loudonville Ohio (Starting Point or Place) TO: Rochester NY (Destination or Turn Around Point or Place)

FROM: (Starting Point or Place) TO: Painfield Pulaski (Destination or Turn Around Point or Place)

USE TIME STANDARD AT HOME TERMINAL

A. DRIVING HOURS TODAY 5
TOTAL LINE 3
B. TOTAL HOURS ON DUTY 47
LAST 8 or 7 DAYS (COL. 3 INSIDE FRONT COVER) INCLUDING TODAY
C. TOTAL HOURS ON DUTY 55
LAST 7 or 6 DAYS (COL. 4 INSIDE FRONT COVER) INCLUDING TODAY
D. ELIGIBLE HRS. TO-MORROW 12
70 or 60 HRS. MINUS PART "C" OF SUMMARY
E. VIOLATIONS TODAY (IF ANY)
DRIVING 0 HOURS
ON-DUTY 0 HOURS
SEE REMARKS

81298 A

260

545

FORM BMC 59 Prescribed by the INTERSTATE COMMERCE COMMISSION Washington, D.C. Rev. '62

DRIVER'S DAILY LOG

(One Calendar Day—24 Hours)

Form Approved Budget Bureau No. 60-S53.2
ORIGINAL - File Each Day at Home Terminal
DUPLICATE - Driver Retains in His Possession for 1 Month.

RB

LOG DAY NO. 23

SUMMARY

5-23-67 (Month) (Day) (Year)

(Total mileage today)

4831-5178 49405

Vehicle numbers-(Show each unit)

2½ available Hrs.

205 (Total miles driving today)

12 available Hrs. Tomorrow

Drivers shall keep the log current to the time of the last change of duty status. Failure to make required entries herein, falsification of entries, or failure to file logs and vehicle condition reports with the motor carrier will make both the driver and the carrier liable to prosecution.

I certify these entries are true and correct.

Signature RB

Harold W. Ruth

(Driver's signature in full)

ANCHOR MOTOR FREIGHT, INC.

(Name of carrier or carriers)

(Name of co-driver)

CLEVELAND, OHIO

(Main Office Address)

Loudonville, Ohio

(Home Terminal Address)

	MID-NIGHT	1	2	3	4	5	6	7	8	9	10	11	NOON	1	2	3	4	5	6	7	8	9	10	11	MID-NIGHT	TOTAL HOURS
1: OFF DUTY																										13
2: SLEEPER BERTH																										
3: DRIVING																										5
4: ON DUTY (Not Driving)																										1
REMARKS																										6

Total Lines 3 & 4

Bill No. 691471

Loudonville, Ohio Loading — Lunch at Kingsville, Ohio — Batavia, N.Y.

Shipping document, manifest number, or name of shipper and commodity. Information required by Section 195.8 (D). Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain excess hours-Section 195.8 (D).

FROM: Loudonville, Ohio (Starting Point or Place) TO: Rochester, N.Y. (Destination or Turn Around Point or Place)

FROM: (Starting Point or Place) TO: (Destination or Turn Around Point or Place)

USE TIME STANDARD AT HOME TERMINAL

A. DRIVING HOURS TODAY 6
TOTAL LINE 3
B. TOTAL HOURS ON DUTY 52
LAST 8 or 7 DAYS (COL. 3 INSIDE FRONT COVER) INCLUDING TODAY
C. TOTAL HOURS ON DUTY
LAST 7 or 6 DAYS (COL. 4 INSIDE FRONT COVER) INCLUDING TODAY
D. ELIGIBLE HRS. TO-MORROW
70 or 60 HRS. MINUS PART "C" OF SUMMARY
E. VIOLATIONS TODAY (IF ANY)
DRIVING HOURS
ON-DUTY HOURS
SEE REMARKS

81298 A

261

SUMMARY OF DRIVER EXPENSES

DATE	SIGNATURE OF PAYEE	DESCRIPTION	BILL #	TOTAL AMT.	1 NIGHT	2 NIGHT	3 NIGHT	TOLLS Ferry (tunnel)	TOLLS Turn-pike	FOR ACCOUNTING PURPOSES ONLY 4143	4161	4250	4260	5210	5211	4640	
5/24	J. Wellington	Rochester Mail	196411	10.40	10.40											2.50	2.50
"	L. Ball	Scottsville	195177	17.63	17.63												
"	[illegible]	Silver Springs Md	[illegible]	10.82	10.82												
"	[illegible]	Lit. Falls N.Y.	[illegible]	5.15	5.15												
"	[illegible]	Utica N.Y.	[illegible]	5.15	5.15												
"	[illegible]	Elba	[illegible]	2.85										2.85			
"	[illegible]	Lowville N.Y.	[illegible]	.95											.95		.95
"	[illegible]	[illegible]ville N.Y.	[illegible]	1.20				1.20									
"	[illegible]	[illegible] N.Y.	[illegible]	5.10	5.10												
"	[illegible]	Silver Springs N.Y.	[illegible]	8.24	5.24												
"	[illegible]	Utica N.Y.	[illegible]	5.15	5.15												
"	[illegible]	Rochester N.Y.	[illegible]	9.72	8.22				1.50								
"	[illegible]	Rochester N.Y.	[illegible]	8.22	8.22												
"	[illegible]	Rochester N.Y.	[illegible]	9.72	8.64			.60	.50								
"	[illegible]	Rochester N.Y.	[illegible]	8.22	8.22												
	TOTAL			111.91	94.88	9.00		1.80	.60					2.85	.95	2.50	3.45
					104.72			3.42									379

AMC 530R

R. Robertson
Dispatcher

Box #

M. Brown
Approved

Grand Total 111 91

262

SUMMARY OF DRIVER EXPENSES

DATE	SIGNATURE OF PAYEE	DESCRIPTION	BILL #	TOTAL AMT.	1 NIGHT	2 NIGHT	3 NIGHT	TOLLS Ferry (tunnel)	TOLLS Turn-pike	FOR ACCOUNTING PURPOSES ONLY 4143	4161	4250	4260	5210	5211	4640	
5/24	J.W. Wilson	E. Rochester N.Y.	196499	7.09	8.84				.25								
"	[illegible]	Scottsville N.Y.	[illegible]	1.00					1.00								
"	[illegible]	Williamsville N.Y.	[illegible]	1.18	1.18												
"	Walter Parrish	Rochester N.Y.	196471	9.22	8.22				1.00								
	TOTAL			24.09	13.34				2.75								

547

AMC 530R

R. Robertson
Dispatcher

Box #

M. Brown
Approved

Grand Total

263

548

Towne Manor Motel and Apts.
671 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 7:26 For Room

No. 10 (Date) 4/14/67

From Vincent Pizzuro

THANK YOU

J. D Pifarini
CLERK

Towne Manor Motel and Apts.
671 W. MAIN STREET
Phone FI 3-3360 — Batavia, New York

11:00 A.M. IS CHECKING OUT TIME. GUESTS DESIRING TO OCCUPY ROOM LATER WILL MAKE ARRANGEMENTS AT OFFICE. GUESTS STAYING OVER PLEASE NOTIFY OFFICE.

Received 7:26 For Room

No. 3 (Date) 4/14/67

From B HINES

THANK YOU

J. D Pifarini
CLERK

REGISTRATION CARD

NAME Vincent Pizzuro

STREET

CITY Fostoria STATE Ohio

REPRESENTING Chester Foster Freight

Car License State

Make of Car No. In Party 2

NOTICE TO GUESTS:—This property is privately owned and management reserves right to refuse service to anyone, and will not be responsible for accidents or injury to guests or for loss of money, jewelry or valuables of any kind.

Date 4/14/67 Rate Total 12.00

Tax (if any) .40

Form No. 11 — Butler Enterprises, Inc., Winston-Salem, N. C. Amount Paid 12 40

ROOM 10 MADE

DAYS OCCUPIED

LOG DAY NO 14

SUMMARY

DRIVING HOURS TODAY
TOTAL LINE 3
8 TOTAL HOURS ON DUTY LAST 8 or 7 DAYS (COL 3 INSIDE FRONT COVER) INCLUDING TODAY
C TOTAL HOURS ON DUTY LAST 7 or 5 DAYS (COL 4 INSIDE FRONT COVER) INCLUDING TODAY
D ELIGIBLE HRS TO MORROW 70 or 60 HRS MINUS PART "C" OF SUMMARY
E VIOLATIONS TODAY (IF ANY) DRIVING HOURS ON-DUTY HOURS
SEE REMARKS

DRIVER'S DAILY LOG
(One Calendar Day—24 Hours)

Name of carrier or carriers: ANCHOR MOTOR FREIGHT, INC.
Main Office Address: CLEVELAND, OHIO

Total miles driving today: 318
Total mileage today: 318
Vehicle numbers: 40842 & 48042

Name of co-driver: Vincent Pizzuro
Home Terminal Address: Scottsville, Ky.
Driver's signature in full: J. D Pifarini

Total Lines 3 & 4: 11½

OFF DUTY
SLEEPER BERTH
DRIVING
ON DUTY (Not Driving)

REMARKS

Bill No. 67685

FROM: Louisville, Ky. TO: Fostoria, Ohio
(Starting Point or Place) (Destination or Turn Around Point or Place)

FROM: TO:
(Starting Point or Place) (Destination or Turn Around Point or Place)

USE TIME STANDARD AT HOME TERMINAL

Form BMC 59 Prescribed by the INTERSTATE COMMERCE COMMISSION Washington, D. C. Rev. '62

DRIVER'S DAILY LOG

(One Calendar Day-24 Hours)

Form Approved Budget Bureau No. 60-R53.2
ORIGINAL - File Each Day at Home Terminal
DUPLICATE - Driver Retains in His Possession for 1 Month.

RB 53699

LOG DAY NO. 14

SUMMARY

54 (Month) 11 (Day) 67 (Year) _____ (Total mileage today)

456-352 Vehicle numbers-(Show each unit)

265 (Total miles driving today) 14½ Hrs

Drivers shall keep the log current to the time of the last change of duty status. Failure to make required entries herein, falsification of entries, or failure to file logs and vehicle condition reports with the motor carrier will make both the driver and the carrier liable to prosecution.

I certify these entries are true and correct.

Available Hrs Tomorrow 11

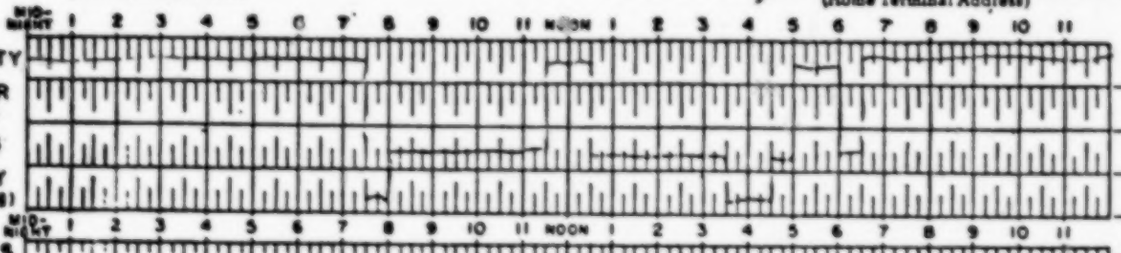
ANCHOR MOTOR FREIGHT, INC.
(Name of carrier or carriers)

Signature RB
(Driver's signature in full)

CLEVELAND, OHIO
(Main Office Address)

(Name of co-driver)

(Home Terminal Address)



A. DRIVING HOURS TODAY 7½ TOTAL LINE 3

B. TOTAL HOURS ON DUTY 63½ LAST 8 or 7 DAYS (COL. 3 INSIDE FRONT COVER) INCLUDING TODAY

C. TOTAL HOURS ON DUTY 57 11/2 LAST 7 or 6 DAYS (COL. 4 INSIDE FRONT COVER) INCLUDING TODAY

D. ELIGIBLE HRS. TO-MORROW 7½ 70 or 60 HRS MINUS PART "C" OF SUMMARY

E. VIOLATIONS TODAY (IF ANY) DRIVING ____ HOURS ON-DUTY ____ HOURS SEE REMARKS

81298 A

Mill No. Yours Le 10 Le

Shipping document, manifest number, or name of a shipper and commodity. Information required by Section 195.8 (O). Check the time and enter name of place you reported and where released from work and when and where each change of duty occurred. Explain excess hours-Section 195.8 (O).

FROM: Cleveland Ohio (Starting Point or Place) TO: Rochester N.Y. (Destination or Turn Around Point or Place)

FROM: _____ (Starting Point or Place) TO: _____ (Destination or Turn Around Point or Place)

USE TIME STANDARD AT HOME TERMINAL

SUMMARY OF DRIVER EXPENSES

DATE	SIGNATURE OF PAYEE	DESCRIPTION	BILL #	TOTAL AMT.	1 (CASH)	2 (CASH)	3 (CASH)	TOLLS (Tel. Telegr. Ferry Bridge)	Turnpike	FOR ACCOUNTING PURPOSE ONLY 4143	4161	4250	4260	5210	5211
									2.55						
												2.50		1.40	.80
				9.79					.95						
									2.05						
	TOTAL			110.61					7.55			2.80		1.43	.81

John Grant
Dispatcher

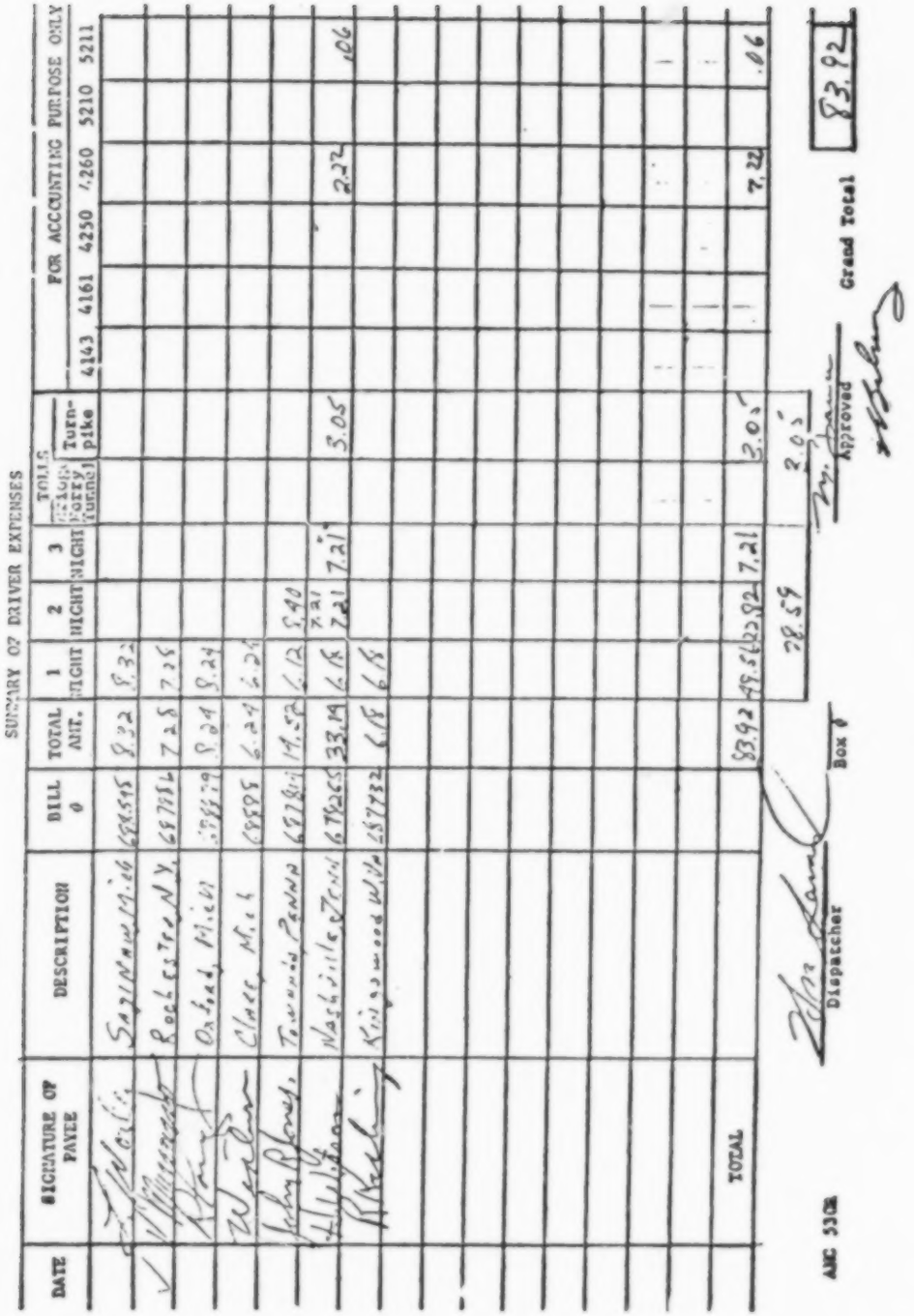
Box #

Approved

Grand Total 110.61

AW 5308

20



BEST COPY AVAILABLE

[618] NATIONAL LABOR RELATIONS BOARD

Region 8
1695 Federal Office Building
1240 East Ninth Street
Telephone: 522-3715 Cleveland, Ohio 44199

January 9, 1968

Lauren D. Rachlin
Attorney-at-Law
Suite 1212 Genesee Building
One West Genesee Street
Buffalo, New York 14202

Re: Anchor Motor Freight, Inc.
Case No. 8-CA-4848

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 377 (Anchor Motor Freight, Inc.)
Case No. 8-CB-1217

Dear Mr. Rachlin:

The above-captioned cases charging violations under Section 8 of the National Labor Relations Act, as amended, have been carefully investigated and considered.

As a result of the investigation, it appears that because there is insufficient evidence of violation, further proceedings are not warranted at this time. I am, therefore, refusing to issue complaint in these matters.

Pursuant to the National Labor Relations Board Rules and Regulations, you may obtain a review of this action by filing an appeal with the General Counsel of the National Labor Relations Board, Washington, D. C. 20570 and a copy with me. This appeal must contain a complete statement setting forth the facts and reasons upon which

it is based. The appeal must be received by the General Counsel in Washington, D. C., by the close of business on January 22, 1968. Upon good cause shown, however, the General Counsel may grant special permission for a longer period within which to file. A copy of any such request for extension of time should be submitted to me.

Very truly yours,

/s/ Carroll L. Martin
Carroll L. Martin
Acting Regional Director

cc: General Counsel, N.L.R.B., Washington, D. C. 20570
Bernard Goldfarb, 1625 Illuminating Bldg., Cleveland, O. 44113

Lindsay E. Worley, 3312 Red Fox Run Dr., Warren, O. 44483

Anchor Motor Freight, Inc., Lordstown Plant, Box 69, Warren, O.

Int'l Bro. of Teamsters, Loc. 377, 1223 W. Federal St., Youngstown, O. 44502

Eugene Green, Atty, 602 Stambaugh Bldg., Youngstown, O.

REGISTERED MAIL

RETURN RECEIPT REQUESTED

[619] NATIONAL LABOR RELATIONS BOARD
Office of the General Counsel
Washington, D. C. 20570

April 1, 1968

Re: Anchor Motor Freight, Inc.
Case No. 8-CA-4848

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 377
(Anchor Motor Freight, Inc.)
Case No. 8-CB-1217

Lauren D. Rachlin, Esq.
Rachlin and Rachlin
Suite 1212, Genesee Building
Buffalo, New York 14202

Dear Mr. Rachlin:

Your appeal from the refusal to issue complaint in the captioned cases, charging violations under Section 8 of the National Labor Relations Act, has been duly considered.

The appeal is denied. Under the circumstances, including the four month interval between the strike and the discharges, the fact that other participants in the strike, some of whom were equally or more active than the alleged discriminatees, have continued to work without discrimination, and the fact that the Company had received evidence of the employees' dishonesty, the burden could not be sustained of establishing that the employees had been discharged for any reason other than the Company's good faith belief of their dishonesty. Furthermore, in these circumstances, and in view of the Union's actions in obtain-

ing the reinstatement of the employees pending arbitration and a rehearing for the presentation of additional evidence obtained by the employees' counsel after the initial adverse decision, and the fact that the employees were present at both hearings and allowed to present their own defenses at the first hearing, insufficient basis existed for a finding that the Union failed to represent them properly.

Very truly yours,

Arnold Ordman
General Counsel

By /s/ Irving M. Herman
Director, Office of Appeals

CERTIFIED MAIL

[620] cc: Director, Region 8

Bernard Goldfarb, Esq., 1625 Illuminating Bldg., Cleveland, Ohio 44113

Mr. Lindsay E. Worley, 3312 Red Fox Run Dr., Warren, Ohio

Anchor Motor Freight, Inc., Lordstown Plant, Box 69, Warren, Ohio

IBT, Local 377, 1223 W. Federal St., Youngstown, Ohio 44502

Eugene Green, Esq., 602 Stanbaugh Bldg., Youngstown, Ohio

[621] NATIONAL LABOR RELATIONS BOARD
Office of the General Counsel
Washington, D.C. 20570

May 7, 1968

Re: Anchor Motor Freight, Inc.
Case No. 8-CA-4848

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 377
(Anchor Motor Freight, Inc.)
Case No. 8-CB-1217

Lauren D. Rachlin, Esq.
Rachlin and Rachlin
Suite 1212, Genesee Building
Buffalo, New York 14202

Dear Mr. Rachlin:

This is in response to your letter of April 23, 1968, requesting reconsideration of our decision denying your appeal from the Regional Director's refusal to issue complaint in the above matter.

Section 102.19 of the Rules and Regulations, in setting out an exception to the requirement that a motion for reconsideration must be filed within 10 days following service of the decision on appeal refers to ". . . newly discovered evidence *which has become available only since the decision on appeal* . . . ." (Emphasis supplied.) As there is no showing that the determination by the Ohio Bureau of Unemployment Compensation was not available

prior to the decision on appeal, your request for reconsideration is untimely and must be rejected.

Very truly yours,

Arnold Ordman
General Counsel

By /s/ Irving M. Herman
Director, Office of Appeals

[622] cc: Director, Region 8

Bernard Goldfarb, Esq., 1625 Illuminating Bldg., Cleveland, Ohio 44113

Mr. Lindsay E. Worley, 3312 Red Fox Run Dr., Warren, Ohio

Anchor Motor Freight, Inc., Lordstown Plant, Box 69, Warren, Ohio

IBT, Local 377, 1223 W. Federal St., Youngstown, Ohio 44502

Eugene Green, Esq., 602 Stambaugh Bldg., Youngstown, Ohio

[623]

UNITED STATES DISTRICT COURT
Northern District of Ohio
Eastern Division

(Title omitted in printing)

AFFIDAVIT OF NEILL L. THOMAS FOR MOTION FOR SUMMARY JUDGMENT ON BEHALF OF DEFENDANT, ANCHOR MOTOR FREIGHT, INC.

State of Ohio,
Cuyahoga County, ss:

Neill L. Thomas, being first duly sworn deposes and states of his own free will and knowledge that he arranged for the transportation of Anthony Pagano from Batavia, New York, to Cleveland, Ohio, and to Warren, Ohio, with a view to Mr. Pagano's testifying in certain Unemployment Compensation cases involving Anchor Motor Freight, Inc., and that your Affiant made these arrangements as a representative of Anchor Motor Freight, Inc., and that Mr. Pagano did arrive in Cleveland, Ohio, and did register at the Holiday Inn, 26300 Chagrin Boulevard, Beachwood, Ohio, on September 29, 1968, and did depart on September 30, 1968, and that your Affiant arranged to pay for his transportation, motel, and personal expenses to Anthony Pagano in the amount of Twenty-Three Dollars ($23.00). Your Affiant further states that this was his first interview with Mr. Pagano and that there were not any other interviews.

[624] Attached hereto to substantiate the dates in which Mr. Anthony Pagano appeared in Cleveland, Ohio, and was escorted to Warren, Ohio, and then to Youngstown, Ohio, from whence he returned to Batavia, New York, for the dates of September 29, 1968, and September 30,

1968, attached hereto and incorporated herein by reference are the following:

Exhibit 1: Check signed by Neill L. Thomas and paid to Anthony Pagano dated September 30, 1968, in the amount of $23.00.

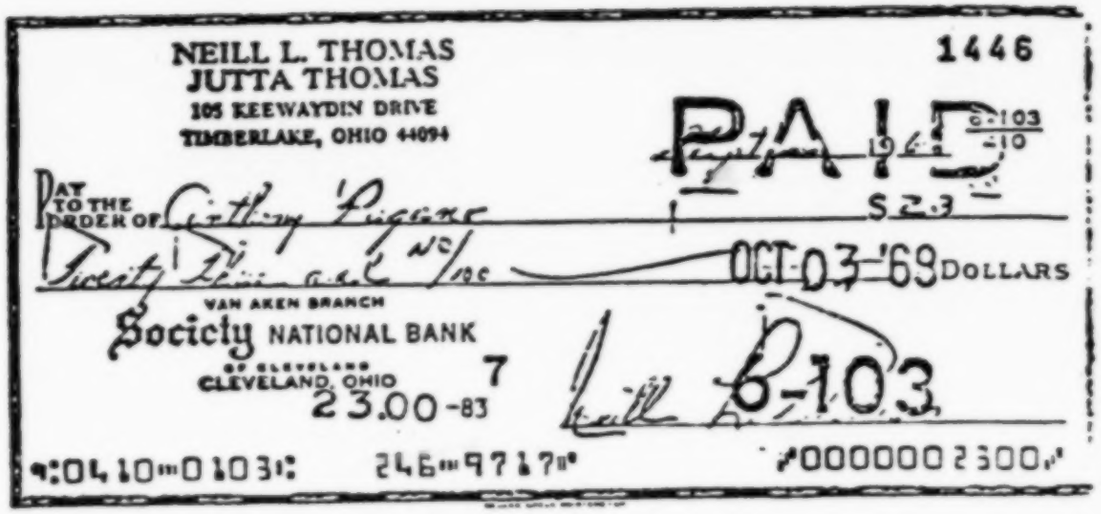
Exhibit 2: Hotel register card dated September 29, 1968, in which Anthony Pagano registered.

Exhibit 3: American Express receipt for payment of Holiday Inn charges for A. Pagano in the amount of $13.34.

Affiant further sayeth naught.

/s/ Neill L. Thomas

(Jurat of May 2, 1972 omitted in printing)


NEILL L. THOMAS
JUTTA THOMAS
105 KEEWAYDIN DRIVE
TIMBERLAKE, OHIO 44094

1446

PAID

PAY TO THE ORDER OF Anthony Pagano $23.00

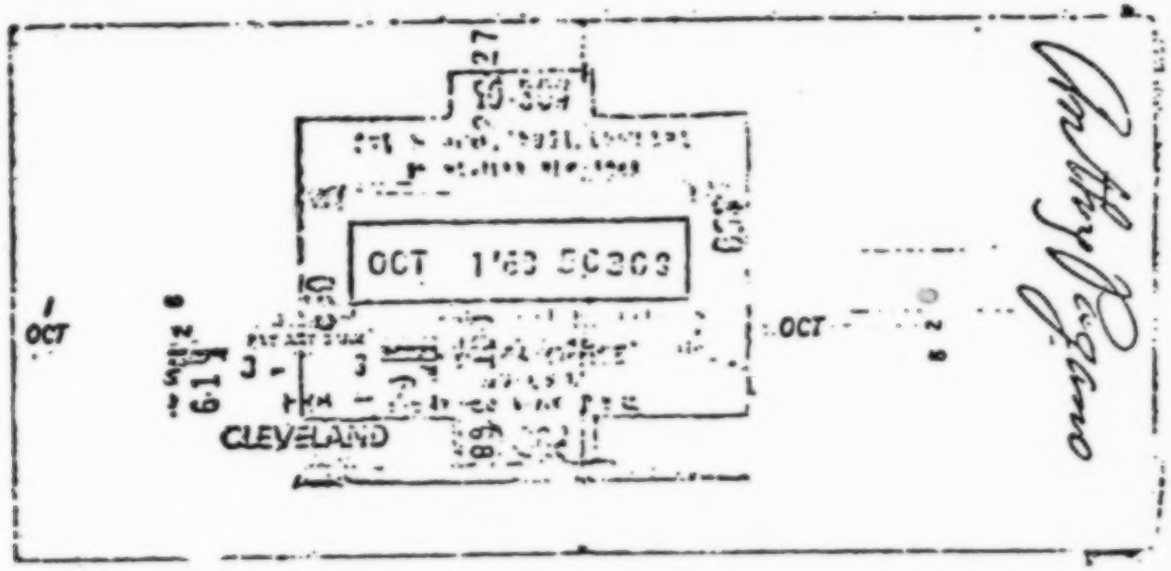
Society Financial Mgt Inc OCT 03 '69 DOLLARS

VAN AKEN BRANCH
Society NATIONAL BANK
OF CLEVELAND
CLEVELAND, OHIO

23.00-83

Neill L. Thomas

:0410=0103: 246=9717= #000002300#



Anthony Pagano

BEST COPY AVAILABLE

CONFORMED [CONFORMED] CONFORMED

ROOM 269 | 4/30 | GUESTS 1

PAGANO M.

BATAVIA NY

163 JACKSON ct

FOLIO NUMBER SH-B [illegible]3

PHONE OUT 129

PHONE IN 129

DATE	REFERENCE	CHARGES	CREDITS	BALANCE	PICKUP
SEP 29	LDIST 269	C* .86		* .86	C* .86
SEP 29	ROOM 264	C* 12.00			
SEP 29	TAX 264	C* .48		* 13.34 *	

CHECKED CASHIER

MON | TUES | WED | THURS | FRI | SAT | SUN

Holiday Inn OF SHAKER HEIGHTS/BEACHWOOD

TELEPHONE (216) 831-5150

26300 CHAGRIN BLVD.
BEACHWOOD, OHIO 44122

ROOM 269 RATE 12.00 TAX .48 NO. PERSONS 1

009 043 951 4 200

BELL & THOMAS TRANSPORTATION INC
AK for R PAGANO

	01
	00
	6%

HOLIDAY INN
9913416832 BCH
8834937259 WOOD
3340534910 CH

$ 9 30 68

X [signature]

MERCHANDISE AND/OR SERVICE PURCHASED ON THIS CREDIT-CARD SHALL NOT BE RESOLD OR RETURNED FOR CASH REFUND.

13 34

CARDHOLDER COPY

INVOICE NUMBER 153325

CHARGE RECORD